

LIBER

550



550
Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 255155 recorded in Liber 481, Folio 304 on January 10, 1985 (date).

1. DEBTOR(S):

Name(s): 1. Old Dominion Supply, Inc. 2. 4233 Howard Ave.
Kensington, Md. 20895
Address(es): 404 Serendipity Dr. Severn Industrial Park
Millersville, Md. 21108

2. SECURED PARTY:

Name: Equitable Bank, N.A.
Address: 100 S. Charles St.
Baltimore, Md. 21202
Attention: Commercial Note Department

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

DJ
RECORD FEE 10.00
POSTAGE .50
451790 0777 R03 T11:10
12/28/89
H. ERLE SCHAFER
CIRCUIT COURT

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski
Barbara A. Wykowski, Corporate Banking Officer
(Type Name and Title)

10580

550 PAGE 02

279539

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor and social security or IRS emp. ID number and Address
Systems Analytic Specialist
Michael B Quartucci
1311 Aster Dr
Glen Burnie, MD 21061

Secured Party and Address
Sencore Inc
3200 Sencore Drive
Sioux Falls, SD 57107

Maturity Date (Optional):

RECORD FEE 12.00
POSTAGE .50
#543750 0777 R03 T11:07
12/28/89
CK
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This financing statement covers the following types (or items) of property
Sencore Electronic Test Equipment. Model Numbers
1 SG80
1 PA81
1 PC259

For Filing Officer (Date, Time, Number, and Filing Office).
Assignee of secured party:

Describe real estate: (if collateral is crops) The above described crops are growing or are to be grown on, OR
(if collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:
EXEMPT FROM STATE RECORDATION TAX. SECURED PARTY IS
SELLER. CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.
AFTER FULL PAYMENT HAS BEEN MADE WILL BECOME
PROPERTY OF THE DEBTOR.

Check (X) if covered Proceeds of collateral are also covered Products of collateral are also covered.

Number of additional sheets, if any:

Filed with:

Systems Analytic Specialist

By: Michael B Quartucci
Signature of Debtor

Sencore Inc
By: James Thronon 12-15-89
Signature of Secured Party

Approved by: Secretary of State, State of South Dakota.

Form: SOS UCC 310 07/80

105 UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE
(1) FILING OFFICER COPY-ALPHABETICAL

11.50

FINANCING STATEMENT

330

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

550 PAGE 03

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 24,825.00 **279540**

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Dept. of Assessments and Taxation

5. Debtor(s) Name(s): Old Dominion Supply, Inc. Address(es):

1. 3905 National Drive Suite 270 Burtonsville, Maryland 20866

2. 4233 Howard Avenue Kensington, Maryland 20795

3. See Below for additional address*

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street Baltimore, Maryland 21201

Attention: Commercial Note Department Catherine M. Friesner

RECORD FEE 11.00
 #543750 0777 R03 T11:10
 CK 12/28/89
 H. J. SCHAFER
 CLERK OF DISTRICT COURT

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: Old Dominion Supply, Inc.

By: George H. Fisher, President (Seal) _____ (Seal)

George H. Fisher, President

By: William F. Vermillion, Vice President (Seal) _____ (Seal)

William F. Vermillion, Vice President

_____(Seal) _____(Seal)

_____(Seal) _____(Seal)

11.50

Mr Clerk: Please return to the address set forth in paragraph 6 above.
 COMMERCIAL NOTE DEPT.
 6th FLOOR
 BALTIMORE, MARYLAND 21201

*404 Serendipity Drive
 Severn Industrial Park
 Millersville, Maryland 21108

SCHEDULE A

VENDOR	INVOICE DATE	INVOICE NUMBER	INVOICE AMOUNT	DESCRIPTION
Graymar Company, Inc.	06/07/89	107400	2,934.75	Toshiba FAX Machine w/Stand
Desks & Furnishings	08/03/89	90112242	(256.52)	Credenza Hutch
Desks & Furnishings	06/02/89	90112240	4,304.16	Ten Mats, Sofa, Loveseat, Three Tables, One Lamp
Desks & Furnishings	06/26/89	90112274	277.85	Furniture Top & Base
Desks & Furnishings	08/28/89	90125622	2,157.75	Three 4-Drawer Letter Files
Desks & Furnishings	06/02/89	90112270	2,029.34	Storage Cabinet, Letter File
Desks & Furnishings	06/02/89	90112200	10,438.47	Chairs, Tables, Desks, Assorted Furniture
Desks & Furnishings	06/02/89	90112241	440.27	Chair
Desks & Furnishings	06/02/89	90112201	219.77	Chair
Desks & Furnishings	06/02/89	90112171	362.36	Bookcase
Desks & Furnishings	06/02/89	90112170	5,025.06	Files, Credenza, Bookcase, Chairs, Desks, Stand
Desks & Furnishings	06/12/89	90112175	291.06	Typing Stand
Desks & Furnishings	06/12/89	90149050	863.63	Chair and Desk
Desks & Furnishings	06/12/89	90112176	219.77	CRT Desk
Desks & Furnishings	06/15/89	90112178	205.07	Steno Chair
Desks & Furnishings	06/15/89	90112273	65.42	Table
Desks & Furnishings	06/26/89	90162100	219.77	Chair
Desks & Furnishings	06/27/89	90162970	477.02	Credenza
Desks & Furnishings	07/19/89	90112181	(362.36)	Bookcase
Desks & Furnishings	07/19/89	90179220	322.67	Table
Desks & Furnishings	08/02/89	90191380	230.24	Table
Desks & Furnishings	08/14/89	90170011	483.63	Chair

30,949.18

**Statement of Continuation, Termination
Assignment, Amendment or Release Under
Uniform Commercial Code**

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 260906 recorded in Liber 496, Folio 82 on 03/19/86.

1. DEBTOR(S):

Name(s): John E. Harms, Jr. & Associates, Inc.

Address(es): 85 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 South Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.
Commercial Note Department

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box)

RECORD FEE 10.00

3. CONTINUATION The original Financing Statement referred to above is still effective.

POSTAGE .50

4. TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

#543800 C777 R03 T11:11
12/28/89

5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in item 8 below.

H. ERLE SCHAFER

6. AMENDMENT The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required.)

7. RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in item 8 below.

8. See Schedule A attached hereto and made a part hereof.

9. Debtor:
John E. Harms, Jr. & Associates, Inc.

By: [Signature]
John E. Harms, Jr., President

Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION

By: [Signature]
Wayne B. Hawkins
Assistant Vice President

15.50

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
8th FLOOR
BALTIMORE, MARYLAND 21201

SCHEDULE A

This Schedule A is attached to and made a part of a Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code by and between John E. Harms, Jr. & Associates, Inc. (the "Debtor") and Equitable Bank, National Association (the "Bank").

Item 8, continued:

The following are hereby added in Section 7:

X C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

X D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

Statement of Continuation, Termination Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to the original Financial Statement, Identifying File Number 278549 recorded in Liber 545, Folio 586 on 09/13/89.

1. DEBTOR(S):

Name(s): Business Systems, Inc.

Address(es): 10810 Annapolis Junction Road, Annapolis Junction, Maryland 20701

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 South Charles Street

Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.
Commercial Note Department

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box)

- 3. CONTINUATION The original Financing Statement referred to above is still effective.
- 4. TERMINATION The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT The Secured Party of Record has assigned to the Assignee whose name and address appears below in item 8, the Secured Party's rights under the original Financing Statement above referred to as all collateral described therein or such part thereof as is described in item 8 below.
- 6. AMENDMENT The original Financing Statement above referred to is amended as set forth in item 8 below. (Signature of Debtor is required.)
- 7. RELEASE (Partial or Full) From the Collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in item 8 below.

RECORD FEE 10.00

POSTAGE .50

#543810 C777 R03 T11:11

12/28/89

H. ERLE SCHAPER

AA CO. CIRCUIT COURT

8. Add the following collateral to Section 7.:

All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

9. Debtor:
Business Systems, Inc.

By: David W. King, President

Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION

By: Alexander Zardinskas
Assistant Vice President

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

15.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

279541

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ST. GEORGE WAREHOUSE & TRUCKING COMPANY, INC.
Address 4760C HOLLINS FERRY ROAD, LINTHICUM, MARYLAND 21090

2. SECURED PARTY

Name WORLD OMNI LEASING, INC.
Address 120 NW 12TH AVENUE, DEERFIELD BEACH, FL 33442

RECORDED 11/10
#5437900777
REC'D: 11/10
12/29/89

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ONE NEW TOYOTA FORKLIFT: MODEL# 5FG25, SERIAL# 20987

Name and address of Assignee

THIS FINANCING STATEMENT IS NOT TO BE CONSTRUED AS AN ADMISSION THAT THE LEASE TO WHICH THE STATEMENT RELATES BETWEEN THE SECURED PARTY AND DEBTOR CONSTITUTES A SECURITY AGREEMENT.

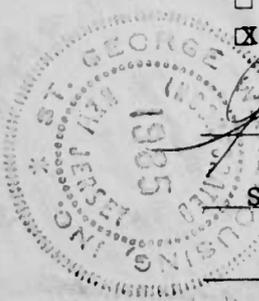
3578

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)



Handwritten signature of Anthony Fortunato

ANTHONY FORTUNATO
ST. GEORGE WAREHOUSE & TRUCKING COMPANY, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Ken Klein

(Signature of Secured Party)

WORLD OMNI LEASING, INC.
Type or Print Above Signature on Above Line

Handwritten initials

279542

1

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Dana G. Unkle

Mailing Address

236 Wayson's Court
Lothian, Maryland 20711

SECURED PARTY

John Hanson Savings Bank FSB

809 Gleneagles Court, Suite 201
Towson, Maryland 21204

- 1. This Financing Statement covers the following types (or items) of property (the collateral).

RECORD FEE 11.00

POSTAGE GK .50

- 2. Proceeds and products of the collateral are also specifically covered.

#543950 0777 R03 T11:28

12/28/89

- 3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor

Dana G. Unkle

Secured Party

JOHN HANSON SAVINGS BANK FSB

By Kathryn L. Reiley

NOTE: This Financing Statement is being used to publicize a security interest arising out of a conditional sales contract between Debtor and _____ which has been assigned to John Hanson Savings Bank FSB.

1/50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 15655

279543

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3976.26

If this statement is to be recorded in land records check here.

This financing statement Dated 12/21/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Frederick & Floraida Winans
Address 8209 Coatsbridge, Ct, Severn, MD 21144

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address PO BOX 997
GLEN BURNIE, MD 21061

RECORD FEE 12.00

RECORD TAX GK 28.00

POSTAGE .50

#543990 0777 R03 711:30 12/28/89

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER

Name and address of Assessor AA CO. CIRCUIT COURT

- Tasco 8x30 Binoculars
Tasco 8x50 Binoculars
Nikon 35mm Camera w/accessories
Toshiba VCR
Toshiba 25" TV
Mcgregor Golf Clubs
Asst Fishing Gear
STereo System(*Speakers, Turntable, Reciever*)

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor

FREDERICK WINANS

Type or Print Above Name on Above Line

Signature of Debtor

FLORAIDA WINANS

Type or Print Above Signature on Above Line

Signature of Secured Party

MARY K. BRYANT, ADMIN ASST

Type or Print Above Signature on Above Line

1228.50

550 REC 10

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

279544

DATE: November 28, 1989

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): Anchors Aweigh Marine Supply Inc.
Ritchie Highway
Severna Park, MD 21146

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Inventory, Furniture, Fixtures, Equipment, Accounts Receivable
now owned and hereafter acquired, excluding motor vehicles.

RECORD FEE 11.00
POSTAGE CK .50
#544000 C777 R03 T11:30
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

Anchors Aweigh Marine Supply, Inc.
(Company Name)

BY: [Signature]

BY: _____

BY: _____

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS BANK

BY: [Signature]
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

279545

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 85,000.00 (\$595.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

McLean Contracting Company
 (Name)
6700 Curtis Court
 (Address)
Glen Burnie, Maryland 21061-6480

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Leon W. Wynne 101-560
 (Name of Loan Officer)
P.O. Box 1595
 (Address)
Baltimore, Md. 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

P & H Rough Terrain Crane S/N #54241

RECORD FEE 11.00
 RECORD TAX 595.00
 POSTAGE .50
 #544010 C777 R03 T11:31
 12/28/89
 CK
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

McLean Contracting Company (Seal)
 _____ (Seal)
 (Signature)
Frederick W. Rich, V.P.
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

1100
595.50

STATE OF MARYLAND

279546

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Powerscreen Equipment Rentals, Inc.
Address 1223 Dorsey Rd. Glen Burnie, MD 21061

2. SECURED PARTY

Name Stursa Equipment Company, Inc.
Address 1223 Dorsey Rd. Glen Burnie, MD 21061

REGOR. FEE 17.00
POSTAGE .50

Orix Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061

#544020 0777 R03 T11:31
12/28/89

Person And Address To Whom Statement Is To Be Returned If Different From Above

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Powerscreen Equipment Rentals, Inc.

[Signature]
(Signature of Debtor)

Marvin Stursa, V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stursa Equipment Company, Inc.

[Signature]
(Signature of Secured Party)

Marvin Stursa, Pres
Type or Print Above Signature on Above Line

1750

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

TO: Stursa Equipment Company, Inc. ("Seller") FROM: Powerscreen Equipment Rentals, Inc. ("Buyer")
1223 Forsey Rd. Glen Burnie, MD 21061 1223 Dorsey Rd. Glen Burnie, MD 21061

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and Financial terms. Includes items like 'One (1) Powerscreen Model Mark III Shredder' and 'One (1) Powerscreen Model Mark II Plate Feeder'. Financial terms include 'TIME SALES PRICE \$173,472.00', 'Less DOWN PAYMENT in Cash \$-0-', and 'CONTRACT PRICE (Time Balance) \$173,472.00'.

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1223 Dorsey Rd. Glen Burnie Anne Arundel MD 21061

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seventy three thousand four hundred seventy two & 00/100 Dollars (\$173,472.00) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 18th day of January 19 90, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,614.00 and the final installment being in the amount of \$ 3,614.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: December 15, 19 89 BUYER(S)-MAKER(S):
Accepted: Stursa Equipment Company, Inc. (SEAL) Powerscreen Equipment Rentals, Inc. (SEAL)
By: [Signatures] By: [Signatures]
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
This instrument prepared by _____

3

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of a jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(L.S.) (Guarantor-Endorser) (L.S.) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against any or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

150 580 15

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 15, 1989, between Stursa Equipment Company, Inc., as Seller/Lessor/Mortgagee and Powerscreen Equipment Rentals, Inc. 1223 Dorsey Rd. Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 173,272.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of December, 19 89.

Stursa Equipment Company, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 530

Page No. 64

Identification No. 273904

Dated July 13, 1988

1. Debtor(s) { Reservoir Limited Partnership
Name or Names—Print or Type
7779 New York Lane, Glen Burnie, Anne Arundel Co., 21061
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland National Bank
Name or Names—Print or Type
10 Light Street, Baltimore, MD 21201.
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#544030 0777 R03 T11:32

DJ

12/28/89

<p>A. Continuation<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release<input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>See Below</u></p>
<p>C. Assignment<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other:<input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ERLE SCHAFFER
HA CO. CIRCUIT COURT

Property known and designated as "Lot 1" and "Lot 2" as shown on the plat entitled "Hooks Lane Executive Park" dated November 9, 1987 and recorded among the Land Records of Baltimore County at Plat Book S.M. 60, folio 102.

Dated: December 7, 1989

Maryland National Bank
Name of Secured Party

By Thomas P. Talbot
Signature of Secured Party

THOMAS P. TALBOT V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO: MARK D. DOPKIN, ESQ.
10th FL. - SUN LIFE BLDG.
20 S. CHARLES ST.
BALTIMORE, MD 21201

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279547

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 12/20/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H. E. DAILEY TOBACCO, INC.
Address 2006 INDUSTRIAL DRIVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JANUARY 20, 1990

4. This financing statement covers the following types (or items) of property: (list)

ALL ACCOUNTS RECEIVABLES AND ALL INVENTORY AND THE PROCEEDS THEREOF

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered) H. E. DAILEY TOBACCO, INC.

BY: Richard O. Bumgarner (Signature of Debtor)

RICHARD O. BUMGARNER, PRESIDENT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X

(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT

Type or Print Above Signature on Above Line

RECORD FEE \$11.00

REGISTRATION FEE .50
#544140 0777 R03 T11:38
12/28/89

WINE SCHAFFER
AA CO. CIRCUIT COURT

550 REC 19

11/50

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax
Recordation Tax of \$ on
Principal Amount of \$ is enclosed/
has been paid (strike inapplicable phrase).

279548

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing:

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Ornamental Iron Works, Inc.
145 8th Avenue, Glen Burnie, MD 21061

DEBTOR:
(Name or Names)
(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
8019 Belair Road, Suite 2, Baltimore, MD 21236

3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
P.O. Box 12309, Baltimore, MD 21281-2309

4. This Financing Statement covers the following types (or items) of property:

One - New Lincoln Model 225 AC/DC Arc Welder, S/N A1158667

RECORD FEE 11.00
POSTAGE GK .50
#544100 0777 R03 T11:36
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes X No
Products of Collateral are also covered: Yes X No

DEBTOR(S): Ornamental Iron Works, Inc.
By: Elizabeth B. Givens, President
Elizabeth B. Givens, President

SECURED PARTY: Atlantic Industrial Credit Corporation
By: Robert E. Polack, President

By:
(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

11/5

279549

BOOK 550 PAGE 20

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 14,000.00

<u>Name of Debtor</u>	<u>Address</u>
BAB, LTD.	507 Bay Hills Drive Arnold, MD 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- 1-OKIDATA 393 PRINTER S/N 805A002319
- 1-AST PRINTER S/N 09413
- 1-AST MEMORY S/N 75756
- 4-ACER 910 W/2011B HARD DISK, KEYBOARD S/N 0709180039, 0709180025, 0709180158, 0709180166
- 1-ACER 910-12 S/N A910015250
- 1-NOVELL 286A-42 FILESERVER S/N 017101
- 1-AST MODEL 80 W/20MB HD, KEYBOARD S/N HK-014869
- 5-AMDEK 1280 MONITORS S/N 2121005563, 2121006116, 2121005574, 2121006113, 2121008652
- 1-WYSE 700 S/N 20T1012950
- 1-SIGMA LASERVIEW PLUS S/N 380161M

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00
RECORD TAX 98.00
POSTAGE *CK* .50
#652550 0055 R02 T15:06
12/28/89
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor (or Assignor)

Secured Party (or Assignee)

BAB, LTD.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Thomas E. Bradley*
Thomas E. Bradley

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

T

11/10
98
10

JWK

279550

550 21

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Cook and Gaia, Inc.
Address: 1932 J Lincoln Drive
Annapolis, Maryland 21401

2. Name of Secured Party: The Annapolis Banking and Trust Co.
Address: P.O. Box 311
Annapolis, Maryland 21401

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland



RECORD FEE 11.00
ISSUANCE .50
#74020/1345 10/15/16
12/28/89

4. This Financing Statement covers the following types (or items) of property:

All Accounts Receivable, now or hereafter created

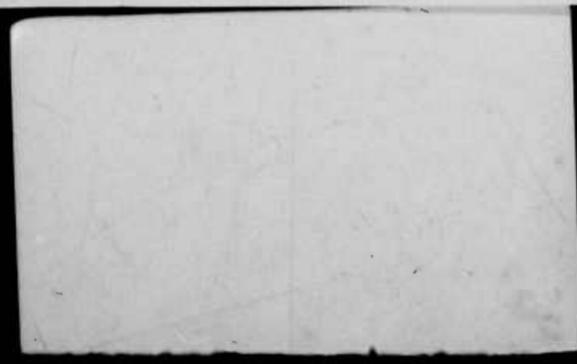
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):
Cook and Gaia, Inc.
.....
LL *[Signature]*
.....
.....

Secured Party:
...The Annapolis Banking and Trust Co.
(Type Name of Dealership)
By *[Signature]*
(Authorized Signature)
.....
John P. Koehler, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)



550 REC 22

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 278077 Dated July 26, 1989
Record Reference Liber 544, Page 106

2. DEBTOR is:

Name: Patapsco Central Limited Partnership; c/o James F. Knott
(Last Name First) Development Corp.
Address: 110 West Road, Suite 203, Towson, Maryland 21204

3. SECURED PARTY is:

Name: Columbia Bank
Address: 10480 Little Patuxent Parkway, Columbia, Maryland 21044

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

Vaughan K. Weikel, Esquire
c/o Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

SECURED PARTY:

Columbia Bank

Date: 12/28/ 1989 By: Maion Centus (Title)

10-
52

STATE OF MARYLAND

89-1581
1 of 1
Chattel
SSL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 550 23

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

279551

Name 8288 Telegraph Road Associates Limited Partnership, a Maryland Limited Partnership
Address c/o The Cafritz Group, 1150 17th St., N.W., Washington, D.C. 20036

2. SECURED PARTY

Name OTR, an Ohio General Partnership acting as nominee for the State Teachers Retirement System of Ohio
Address 275 East Broad Street, Columbus, Ohio 43215

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit B, attached hereto and incorporated herein by reference.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Exhibit A, attached hereto and incorporated herein by reference.

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

8288 Telegraph Road Associates Limited Partnership

(Signature of Debtor)

By: 8288 Telegraph Road Development

OTR

Corp. Type or Print Above Name on Above Line

By: Ilene V. Yates
(Signature of Debtor)

By: Steph A. Mubet
(Signature of Secured Party)

Ilene V. Yates, Sr, Vice President
Type or Print Above Signature on Above Line

21
Type or Print Above Signature on Above Line

DESCRIPTION OF 2.68 ACRES+
4TH DISTRICT ANNE ARUNDEL CO. MD
8288 TELEGRAPH ROAD ODENTON, MD

BOOK 550 PAGE 24

BEGINNING FOR THE SAME AT A POINT OF INTERSECTION FORMED BY THE
NORTHERLY SIDE OF BUCKLINA AVENUE WITH THE EASTERLY SIDE OF
URBANA AVENUE, THENCE RUNNING WITH THE EASTERLY SIDE OF URBANA
AVENUE.

1. NORTH 37 DEGREES 42 MINUTES EAST 280.00 FEET, THENCE
RUNNING WITH THE SOUTHERLY SIDE OF BETSON AVENUE.
2. SOUTH 52 DEGREES 18 MINUTES EAST 346.98 FEET, THENCE
3. SOUTH 18 DEGREES 32 MINUTES 30 SECONDS EAST 27.79
FEET, THENCE
4. SOUTH 15 DEGREES 13 MINUTES WEST 72.38 FEET, THENCE
5. SOUTH 16 DEGREES 21 MINUTES 36 SECONDS WEST 154.76
FEET, THENCE
6. SOUTH 16 DEGREES 06 MINUTES WEST 20.79 FEET, THENCE
7. SOUTH 71 DEGREES 54 MINUTES WEST 41.35 FEET, THENCE
8. NORTH 52 DEGREES 18 MINUTES WEST 438.48 FEET TO THE
POINT OF BEGINNING

EXHIBIT B
OF FINANCING STATEMENT

ALL THE RIGHT, TITLE, AND INTEREST of the Debtor in and to rents, issues, profits, earnings, revenues, avails, and other income, including, without limitation, the Gross Receipts (as that term is defined in the promissory note and guaranty secured by this Financing Statement), of or arising from the land described in Exhibit A hereof (the "Land"), and from the improvements (the "Improvements") and Personalty (hereinafter defined) located on the Land (the Land, Improvements, and Personalty being collectively referred to herein as the "Site"), under each present or future lease, license, concession, contract, or other agreement for use or occupancy by any Person (herein defined as any individual and any partnership, joint venture, sole proprietorship, corporation, trust, or other entity) of any part of the Site, (collectively, "Leases," and individually a "Lease"), or otherwise;

TOGETHER WITH all right, title, and interest, as owner or as lessee, of the Debtor in and to any and all accounts and general intangibles, including without limitation, the Intangibles [herein defined as all bank accounts, accounts and notes receivable, rent, security and other deposits that Debtor holds, utility and other deposits that may be refunded to Debtor, and all other intangible personal property to the extent the same (a) is now or hereafter owned or held by Debtor, and (b) arises out of the leasing, management, or operation of the Site], management agreements, service agreements, contracts, agreements, warranties, and other documentation pertaining to the acquisition, construction, operation or sale of all or any part of the Land or Improvements, whether currently existing or hereafter created, and whether or not included in the definition of "Leases" for purposes of this Financing Statement; goods, machinery, apparatus, equipment, fittings, fixtures, and building materials now or hereafter owned or leased by Debtor (but not by any tenant or manager of the Site) located in, upon, under, or about the Land or in the Improvements or the building located on the Land (the "Building") and used or intended to be used in connection with the construction, reconstruction, alteration, repair, leasing, management, or operation of the Land or Improvements, or intended and designated (wherever located) to be incorporated into the Land or Improvements, whether or not actually or constructively attached to the Land or Improvements, and whether or not actually delivered to the Land or Improvements, and including all trade, domestic, and ornamental furnishings and fixtures and articles of personal property of every kind and nature whatsoever (collectively, the "Personalty" and also referred to herein as the "Collateral"), including, but not limited to, all heating, air conditioning, air cooling, sprinkler, freezing, lighting, incinerating, and dynamo and generating equipment; plumbing, electric, gas, compressing,

lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications pipes, wires, ducts, conduits, tanks, motors, engines, sump pumps, pumps, boilers, furnaces, stokers, oil burners, power machinery, ash and fuel conveyors, and other apparatus; appliances, fixtures, vacuum cleaning systems, floor cleaning, waxing, and polishing apparatus, and housekeeping, maintenance, janitorial, and other equipment; all elevators, lifts, and escalators; all shades, awnings, blinds, storm doors, screens, and windows; all partitions, mantels, and mirrors in halls and lobbies; all cabinets, rugs, carpets, floor coverings, draperies, drapery and curtain rods, furniture, and furnishings used in the operation of the Site, including but not limited to desks, tables, chairs, sofas, and other items of personal property; all telephone equipment, switchboards, communication and call signalling equipment, televisions and television antennae and cable systems, tools, electrical signs, radios, speakers, electronic equipment, computer hardware and software, and other equipment; together with all additions thereto and replacements thereof, whether or not the same are or shall be attached to the Land, Building, or Improvements in any manner; it being mutually agreed that all of the aforesaid property owned or leased by Debtor (but not by any tenant or manager of the Site) and placed on the Land, Building, or Improvements shall, so far as permitted by law, be deemed to be fixtures and affixed to the Land covered by this Financing Statement;

TOGETHER WITH any and all right, title, and interest of the Debtor to the proceeds of all insurance, including interest thereon, in effect with respect to all or any part of the Site, and to any and all awards or payments in lieu thereof, including interest thereon, that may be made with respect to all or any part of the Site, including but not limited to those produced as a result of (i) exercise of the governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations; and (ii) any other injury to, taking of, or decrease in the value of the Site, together with the right to receive all of the same to the extent of all amounts that may be secured by this Financing Statement at the date of receipt of any such award or payment to the Secured Party, and of all reasonable attorneys' fees, and disbursements incurred by the Secured Party in connection with the collection of such proceeds, award, or payment, and the rights of the Debtor under present or future contracts involving the Site. The Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Secured Party to confirm such assignment to the Secured Party of any such proceeds, award, or payment;

TOGETHER WITH all Leases for all or any part of the Site now or hereafter entered into, and all right, title, and interest of the Debtor thereunder, including, but not limited to, cash or

securities deposited thereunder to secure performance by the contracting parties of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due prior to the expiration of such terms.

Return to:

COMMERCIAL SETTLEMENTS, INC.
1413 K STREET, N.W.
SUITE 1200
WASHINGTON D.C. 20005

To Be Recorded In The Land
Records and In the Chattel
Records of Anne Arundel
County And In The Financing
Statement Records Of The
State Department of
Assessments and Taxation.

Subject to Recording Tax On
Principal Amount Of
\$5,200,000.00 Which Was Paid
To The Clerk of the Circuit
Court of Anne Arundel County
Upon The Filing Of A Deed Of
Trust.

279552

FINANCING STATEMENT
(Maryland -U.C.C.-1)

1. DEBTOR: DREXEL PARK LIMITED PARTNERSHIP
c/o National Partnership Investments Corp.
9090 Wilshire Boulevard
Suite 201
Beverly Hills, California 90211
2. SECURED PARTY: GOLDOME REALTY CREDIT CORP.
205 Park Club Lane
Williamsville, New York 14221
3. This Financing Statement covers the following property owned by
the Debtor:

See Attached Exhibit B

RECORD FEE 26.00
POSTAGE .50
#544830 C345 R03 T12:49
12/29/89



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. Some of the above-described personal property may be affixed to
the Real Property, which is the real estate described on
Exhibit A, attached hereto, being those same lots of ground and
improvements thereon described in a Multifamily Deed of Trust,
Assignment of Rents and Security Agreement, of even date
herewith, and recorded among the Land Records of the Circuit
Court of Anne Arundel County, Maryland, from the Debtor to the
Trustees named therein for the benefit of the Secured Party.
The Debtor is the record owner of the Real Property. Exhibit A
attached hereto consists of 2 pages.

26/8

DEBTOR:

DREXEL PARK LIMITED PARTNERSHIP
A Maryland Limited Partnership

By: Rosewood Apartments Corporation
A California Corporation,
General Partner

By: Bruce E. Nelson (SEAL)
Bruce E. Nelson, President

SECURED PARTY:

GOLDOME REALTY CREDIT CORP.

By: William J. Connors (SEAL)

Name: William J. Connors

Title: V.P.

Dated: December 27, 1989

TO FILING OFFICER: After this Statement has been recorded, please return to:

WILLIAM H. MATTREY, ESQ.
KINNEY, BUCH, MATTREY & MARSHALL
1320 Statler Towers
Buffalo, New York 14202
(716) 856-9741

EXHIBIT "A"

DESCRIPTION OF SECTION ONE DREXEL PARK
 FOURTH ELECTION DISTRICT
 ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of "Parcel "A" as shown on the plat of subdivision entitled, "Drexel Park" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 45, Page 10, and being more particularly described as follows:

BEGINNING for the same at a point on the easterly right of way line of Red Clay Road as shown on the aforesaid plat, said point also being at the beginning of the South $79^{\circ}27'06''$ East, 148.66 foot plat line of Parcel A, as shown on the aforesaid plat, and running thence with and along a part of the northerly and easterly outlines of said Parcel A, the three (3) following courses and distances,

1. South $79^{\circ}27'06''$ East, 148.66 feet to a point
2. South $69^{\circ}12'30''$ East, 570.00 feet to a point and
3. South $18^{\circ}24'16''$ East, 151.12 feet to a point, thence running through said Parcel A, the ten (10) following courses and distances
4. South $84^{\circ}08'28''$ West, 187.54 feet to a point
5. South $07^{\circ}03'33''$ West, 80.00 feet to a point
6. South $84^{\circ}08'28''$ West, 49.00 feet to a point
7. South $13^{\circ}56'00''$ West, 69.27 feet to a point
8. South $71^{\circ}41'28''$ West, 19.00 feet to a point
9. South $14^{\circ}43'11''$ West, 61.00 feet to a point
10. North $71^{\circ}06'04''$ West, 36.54 feet to a point
11. South $14^{\circ}46'14''$ West, 56.96 feet to a point
12. South $75^{\circ}13'46''$ East, 177.85 feet to a point, and
13. South $14^{\circ}43'14''$ West, 296.11 feet to a point on the northerly right of way line of Andrew Court, as shown on the foresaid plat, said point also being in the 148.88 foot arc plat line of said Parcel A, 24.07 feet from the easterly end thereof, thence with and along a part of said right of way line of Andrew Court, the two (2) following courses and distances.

14. 124.81 feet along the arc of a curve deflecting to the left having a radius of 260.00 feet and a chord bearing South $68^{\circ}58'02''$ West, 123.62 feet to a point and
15. South $55^{\circ}12'50''$ West, 176.55 feet to a point, thence running through said Parcel A, the four (4) following courses and distances
16. North $34^{\circ}47'09''$ West, 12.10 feet to a point
17. 43.38 feet along the arc of a curve deflecting to the right having a radius of 154.00 feet and a chord bearing North $26^{\circ}42'59''$ West, 43.24 feet to a point
18. North $18^{\circ}38'49''$ West, 262.29 feet to a point and
19. South $81^{\circ}19'15''$ West, 175.65 feet to a point on the aforesaid right of way line of Red Clay Road, thence with and along a part of said right of way line, the five (5) following courses and distances
20. North $08^{\circ}40'30''$ West, 72.50 feet to a point
21. 196.81 feet along the arc of a curve deflecting to the right having a radius of 870.00 feet and a chord bearing North $02^{\circ}11'40''$ East, 196.38 feet to a point and
22. North $04^{\circ}17'10''$ East, 166.61 feet to a point
23. 112.67 feet along the arc of a curve deflecting to the right having a radius of 1070.00 feet and a chord bearing North $07^{\circ}18'10''$ East, 112.62 feet to a point and
24. North $10^{\circ}19'10''$ East, 317.56 feet to the point of beginning; containing 540,811.01 square feet or 12.4153 acres.

EXHIBIT B

Re: Drexel Park Apartments

"COLLATERAL"

All of the following fixtures, machinery, chattels, equipments, furnishings, appliances and other articles of real, personal or mixed property, now owned or hereafter acquired by Debtor, and any and all additions, substitutions and/or replacements thereof, delivered or attached to or situated or installed in or upon, or used or intended to be used in connection with the premises commonly known as Drexel Park Apartments Phase I in Anne Arundel County, State of Maryland, (the "Premises") or any part thereof:

- (a) all fixtures, machinery, chattels, equipment, inventory, furnishings, appliances and other articles of real, personal or mixed property, including but not limited to, all gas and electric fixtures, engines and machinery, hot water tanks, stoves, ranges, dishwashers, kitchen equipment, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing apparatus, laundry equipment and apparatus, furniture, shades, awnings, screens, blinds, air conditioning and ventilating equipment, machinery and vents, incinerators, carpets, ventilator hoods, garbage disposals, fixed or moveable equipment, inventory or fixtures, whether now or hereafter from time to time acquired by Debtor, together with all renewals or replacements thereof, or articles in substitution therefore, whether now in existence or hereafter arising, and related to, situated or located on, or used or usable in connection with the ownership, maintenance, management and/or operation of an apartment complex including parking facilities, and other amenities upon the Premises, (the Premises and the ownership, maintenance, management and/or operation of an apartment complex including parking facilities and other amenities upon the Premises may hereinafter be referred to as the "Project"); and
- (b) all lease and rental agreements covering any of the Project; and
- (c) all security deposits (subject to rights of tenants), down payments, and other payments with respect to rental of any of the Project; and
- (d) all income and profit of every kind from the Project; and
- (e) all books and records relating to the Project; and
- (f) all general intangibles and accounts; and

(g) all proceeds of the conversion, voluntary or involuntary, of any of the collateral aforementioned, into cash or liquidated claims, including, without limitations, proceeds of hazard and title insurance, and all awards and compensation heretofore and hereafter made by any governmental or other lawful authority for the taking by eminent domain condemnation, or otherwise, of all or any part of the collateral.

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 550

Page No. 28 550 34

Identification No. _____

Dated 12/27/89

1. Debtor(s) { Drexel Park Limited Partnership
 Name or Names--Print or Type
9090 Wilshire Boulevard, Suite 201, Beverly Hills, California
 Address--Street No., City-County State Zip Code

2. Secured Party { Goldome Realty Credit Corp.
 Name or Names--Print or Type
205 Park Club Lane, Williamsville, New York 14221
 Address--Street No. City-County State Zip Code

3. Maturity Date (if any) December 28, 2001

4. Check Applicable Statement:

RECORD FEE 12.00
 POSTAGE .50

A. Continuation _____ () The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <u>#544820 0345 001</u> () From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment _____ (X) The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: See Attached Exhibit "A"	D. Other: <u>H. ERLE SCHAFER</u> () (Indicate whether: <u>amendment, COURT</u> termination, etc.)

Assignee:

Federal National Mortgage Association
 510 Walnut Street, 16th Floor
 Philadelphia, Pennsylvania 19106-3697

Dated: December 27, 1989

Goldome Realty Credit Corp.

Name of Secured Party

William J. Connors
 Signature of Secured Party
 William J. Connors

Type or Print (Include Title if Company)

12, 5

EXHIBIT "A"

DESCRIPTION OF SECTION ONE DREXEL PARK
FOURTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEING a part of "Parcel A" as shown on the plat of subdivision entitled, "Drexel Park" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 45, Page 10, and being more particularly described as follows:

BEGINNING for the same at a point on the easterly right of way line of Red Clay Road as shown on the aforesaid plat, said point also being at the beginning of the South $79^{\circ}27'06''$ East, 148.66 foot plat line of Parcel A, as shown on the aforesaid plat, and running thence with and along a part of the northerly and easterly outlines of said Parcel A, the three (3) following courses and distances,

1. South $79^{\circ}27'06''$ East, 148.66 feet to a point
2. South $69^{\circ}12'30''$ East, 570.00 feet to a point and
3. South $18^{\circ}24'16''$ East, 151.12 feet to a point, thence running through said Parcel A, the ten (10) following courses and distances
 4. South $84^{\circ}08'28''$ West, 187.54 feet to a point
 5. South $07^{\circ}03'33''$ West, 80.00 feet to a point
 6. South $84^{\circ}08'28''$ West, 49.00 feet to a point
 7. South $13^{\circ}56'00''$ West, 69.27 feet to a point
 8. South $71^{\circ}41'28''$ West, 19.00 feet to a point
 9. South $14^{\circ}43'11''$ West, 61.00 feet to a point
 10. North $71^{\circ}06'04''$ West, 36.54 feet to a point
 11. South $14^{\circ}46'14''$ West, 56.96 feet to a point
 12. South $75^{\circ}13'46''$ East, 177.85 feet to a point, and
 13. South $14^{\circ}43'14''$ West, 296.11 feet to a point on the northerly right of way line of Andrew Court, as shown on the foresaid plat, said point also being in the 148.88 foot arc plat line of said Parcel A, 24.07 feet from the easterly end thereof, thence with and along a part of said right of way line of Andrew Court, the two (2) following courses and distances.

14. 124.81 feet along the arc of a curve deflecting to the left having a radius of 260.00 feet and a chord bearing South $68^{\circ}58'02''$ West, 123.62 feet to a point and
15. South $55^{\circ}12'50''$ West, 176.55 feet to a point, thence running through said Parcel A, the four (4) following courses and distances
16. North $34^{\circ}47'09''$ West, 12.10 feet to a point
17. 43.38 feet along the arc of a curve deflecting to the right having a radius of 154.00 feet and a chord bearing North $26^{\circ}42'59''$ West, 43.24 feet to a point
18. North $18^{\circ}38'49''$ West, 262.29 feet to a point and
19. South $81^{\circ}19'15''$ West, 175.65 feet to a point on the aforesaid right of way line of Red Clay Road, thence with and along a part of said right of way line, the five (5) following courses and distances
20. North $08^{\circ}40'30''$ West, 72.50 feet to a point
21. 196.81 feet along the arc of a curve deflecting to the right having a radius of 870.00 feet and a chord bearing North $02^{\circ}11'40''$ East, 196.38 feet to a point and
22. North $04^{\circ}17'10''$ East, 166.61 feet to a point
23. 112.67 feet along the arc of a curve deflecting to the right having a radius of 1070.00 feet and a chord bearing North $07^{\circ}18'10''$ East, 112.62 feet to a point and
24. North $10^{\circ}19'10''$ East, 317.56 feet to the point of beginning; containing 540,811.01 square feet or 12.4153 acres.

Recordation Tax on Principal Amount of \$552,000.00 is payable on a Deed of Trust recorded simultaneously herewith among the Land Records of Anne Arundel County.

<u>X</u>	TO BE	)	RECORDED	___	SUBJECT TO	)	RECORDING TAX
		)	IN THE			)	ON PRINCIPAL
___	NOT TO BE	)	FINANCING	<u>X</u>	NOT SUBJECT TO	)	AMOUNT OF
			STATEMENT				<u>\$552,000.00</u>
			RECORDS OF				
			ANNE ARUNDEL COUNTY				

FINANCING STATEMENT

THE DEMPSEY COMPANY, INC.

Name or Names-Print or Type

1. Debtor(s): Crofton, Maryland 21114
Address-Street No., City-County State Zip Code

Name or Names-Print or Type

2106 Renard Ct, Annapolis, MD 21401
Address-Street No., City-County State Zip Code

SOCIETY MORTGAGE CORPORATION

Name or Names-Print or Type

2. Secured Party: 1290 Silas Deane Highway, Wethersfield, CT 06109
Address-Street No., City-County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit "B" attached hereto and made a part hereof.

4. If above described personal property is to be affixed to real property, describe real property.

See Exhibit "A" attached hereto and made a part hereof.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral X are ___ are not covered.

7. Products of collateral ___ are X are not covered.

DEBTOR(S): THE DEMPSEY COMPANY, INC.

[Signature], President

JAMES DEMPSEY
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

James G. Prince
Semmes, Bowen & Semmes
250 W. Pratt Street
Baltimore, MD 21201

8202-40
WPC14251

17
2

SCHEDULE "A" - LEGAL DESCRIPTION

Lots numbered Twenty-Nine (29) and Thirty-Three (33) in the subdivision known as "Second Revised Plat 4, Crofton Orchard", as per plats thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115 at plats numbered 12 and 15.

Lot numbered Forty-Three R (43R) in the subdivision known as "Third Revision, Plat 3, Crofton Orchard", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 124, at plat numbered 40, said property being a resubdivision of Lot 43 in the subdivision known as "Second Revised Plat 3, Crofton Orchard", as per plat thereof recorded among the land records of Anne Arundel County, Maryland in Plat Book 115, at plats numbered 12 and 14.

WAB

EXHIBIT B

All of Debtor's now owned or hereafter acquired tangible and intangible personal property located on the Property or used in the construction, maintenance or present or future operations of the Property or having any use in connection with Debtor's business or the Property, including without limitation (collectively "Collateral"):

(a) All fixtures, furnishings, furniture, machinery, tools, motor vehicles, insurance refunds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreation, window or structural cleaning rigs, maintenance, lawn care, exclusion of vermin or insects, removal of dust, refuse or garbage, feed bins, grain storage or processing equipment, and all other equipment of every kind including motor vehicles), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heater, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and baskets, screens, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures, and all office, maintenance and other supplies and all electric wiring, heating, plumbing, plumbing fixtures, heating fixtures and all other personal property now or hereafter used in the construction, maintenance, or operations of, or having any use in connection with, the Property; and

(b) All present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, negotiable instruments of any sort, conditional sales contracts, bailment leases, security agreements and other forms of obligations, documents or title, instruments, policies and certificates of insurance, subsidies, entitlements, allotments, production bases and participation rights in and proceeds from governmental farm programs together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing; and

(c) All increases, substitutions, replacements and additions to any of the foregoing; and

(d) All present and future leases and contracts for the rental or sale of the Property, the improvements thereon, or any part thereof, and all deposits thereunder, and all present and future accounts, instruments (promissory notes and mortgages), and chattel paper received by Debtor and arising in connection with the sale or lease or other transfer of the Property or any part thereof; and

(e) The interest of Debtor in all plats, drawings, architectural plans, engineering studies, contracts, agreements, licenses, permits, approvals or other tangibles (to the extent that the same may now or at any time hereafter exist) pertaining to the development of the Property; and

(f) All present and future contracts or undertakings between Debtor (or Debtor's agent) and any architect, engineer, contractor, developer or any third person rendering services or materials to Debtor in connection with the acquisition, site development or sale of the Property; and

(g) All goods, trade fixtures, inventory, swine, poultry, cattle, horses and other livestock, and all crops, seed and farm products of any kind; and

(h) All proceeds, including insurance proceeds of the foregoing of every type, as all of the above are defined in the Maryland Uniform Commercial Code.

8202-1
Exhibit.B.1

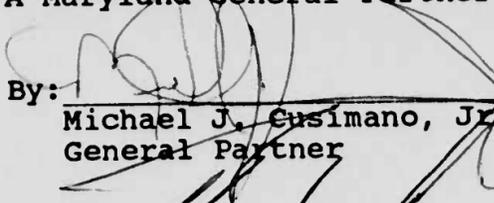
- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance

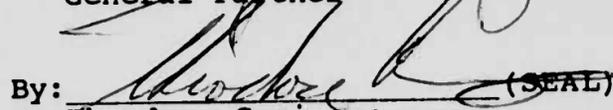
of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.

- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

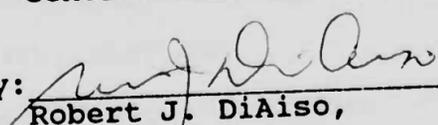
DEBTOR:

C2DT PARTNERSHIP,
A Maryland General Partnership

By:  (SEAL)
Michael J. Cusimano, Jr.,
General Partner

By:  (SEAL)
Theodore Cusimano,
General Partner

By:  (SEAL)
Daniel Tsamouras,
General Partner

By:  (SEAL)
Robert J. DiAiso,
General Partner

December 28th, 1989

TO FILING OFFICER: After this Statement has been recorded, please
return to:

Mark A. Gaspar, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MAG) 08880



DECEMBER 21, 1989

DESCRIPTION OF PROPERTY
SITUATED IN THE 2ND TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

BEING ALL OF THE LANDS CONVEYED BY BRODIA LEE BASS, JR. AND BARBARA MARY BASS, HIS WIFE TO C2DT PARTNERSHIP, A MARYLAND GENERAL PARTNERSHIP, BY DEED DATED MARCH 30, 1989 AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND IN LIBER 4830 AT FOLIO 547, SAID PROPERTY ALSO BEING SHOWN ON STATE OF MARYLAND, STATE HIGHWAY ADMINISTRATION NO. AA-316-302-572 OF THE DEPT. OF TRANSPORTATION, PROJECT NO. 76603, PLAT NO. 49753, PARCEL NO. 2 AS REVISED APRIL 14, 1988, BEING DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RELOCATED LAWRENCE AVE. AT THE DIVIDING LINE BETWEEN THE SUBJECT PROPERTY AND THE WESTERLY LINE OF THE LANDS RECORDED AMONG THE SAID LAND RECORDS IN LIBER 2872 AT FOLIO 765; THENCE BINDING ON SAID RIGHT-OF-WAY LINE

1. N 11°31'08" W A DISTANCE OF 37.27 FEET; THENCE
2. N 12°21'52" W A DISTANCE OF 55.78 FEET; THENCE
3. ALONG THE ARC OF A CIRCLE CURVING TO THE LEFT, HAVING A RADIUS OF 240.31 FEET, A CHORD BEARING AND DISTANCE OF N 29°41'55" W 30.06 FEET; RESPECTIVELY, AN ARC DISTANCE OF 30.08 FEET TO A POINT ON THE EXISTING RIGHT-OF-WAY LINE OF LAWRENCE AVE. ; THENCE BINDING ON SAME
4. N 14°41'04" W A DISTANCE OF 145.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MARYLAND ROUTE 70; THENCE BINDING ON SAME
5. S 80°48'43" E A DISTANCE OF 18.93 FEET; THENCE
6. S 72°32'18" E A DISTANCE OF 93.99 FEET; THENCE
7. S 59°24'40" E A DISTANCE OF 94.39 FEET; THENCE
8. S 51°10'48" E A DISTANCE OF 52.89 FEET TO A POINT ON THE DIVIDING LINE OF THE SUBJECT PROPERTY AND THE AFORESAID WESTERLY OUTLINE OF THE LANDS RECORDED IN LIBER 2872 AT FOLIO 765; THENCE BINDING ON SAME
9. S 47°38'12" W A DISTANCE OF 216.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,544 SQUARE FEET OR 0.65528 ACRES, MORE OR LESS

CORPORATE OFFICES • 2661 Riva Road • Suite 620 • Riva 400 Office Park • Annapolis, MD 21401
Baltimore 841-6309 • Washington, DC 261-8771 • Annapolis 266-3033

** TOTAL PAGE .002 **

TO BE FILED WITH
ANNE ARUNDEL COUNTY
RECORDATION TAX PAID TO
ANNE ARUNDEL COUNTY AT TIME
OF RECORDATION OF DEED OF TRUST

550 46

279555

FINANCING STATEMENT

1. Name & Address of Debtor: WM ENTERPRISES, INC.
WILLIAM L. MUEHLHAUSER
PAULA K. MUEHLHAUSER
33 West Street
Annapolis, Maryland 21401
2. Name & Address of Secured Party: BANK OF ANNAPOLIS
1900 Fairfax Road
Annapolis, Maryland 21401

3. This Financing Statement covers the following types (or items) of property:

(a) All items of personal property, including but not limited to all items and accessories related thereto, as used in or on the property located at 33 West Street, Annapolis, Maryland 21401, and together with all improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the DEBTOR and located in or upon 33 West Street, Annapolis, Maryland 21401, in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland.

Debtor:
WM ENTERPRISES, INC.

By: William L. Muehlhauser
William L. Muehlhauser
WILLIAM L. MUEHLHAUSER
Paula K. Muehlhauser
PAULA K. MUEHLHAUSER

Secured Party:
BANK OF ANNAPOLIS

By: Alan J. Hyatt
Alan J. Hyatt, Attorney

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BOOK 550 PAGE 48

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lot No. 33 as shown on Plat entitled "Section Ten, Parkway Industrial Center", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 51, folio 9. The improvements thereon being known as No. 7257 Parkway Drive.

39725

474

AA/FR

279557

To Be Recorded In:

- Financing (Chattel) Records - Anne Arundel County, Maryland
- Financing (Chattel) Records - Prince George's County, Maryland
- Financing (Chattel) Records - State Department of Assessments and Taxation of Maryland

NOTE: The principal amount of the debt secured hereby is: \$6,400,000.00. However, this Financing Statement is not subject to recordation tax. The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the land records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

FINANCING STATEMENT

- | | |
|--------------------------------------|--|
| 1. Debtor: | Address: |
| STANLEY HALLE COMMUNITIES, INC. | 9500 Annapolis Road
Suite A-5
Lanham, Maryland 20706 |
| 2. Secured Party: | Address: |
| SOVRAN BANK/MARYLAND | 6610 Rockledge Drive
Bethesda, Maryland 20817 |
| 3. Trustee: | Address: |
| ALICE A. STEELY
RICHARD J. HAJJAR | 6610 Rockledge Drive
Bethesda, Maryland 20817 |



RECORDED FEE 17.00
12/29/89

4. This Financing Statement covers:
- (a) Any and all buildings, structures, improvements, alterations or appurtenances now existing upon the land or at any time hereafter constructed, erected or placed upon the real estate more particularly described in "EXHIBIT A" attached hereto (the "Land") or any portion thereof and any replacements thereof including, without limitation, all equipment, apparatus, machinery and fixtures of any kind or character forming a part of said buildings, structures, improvements, alterations or appurtenances (the "Improvements");
- (b) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials and fixtures whatsoever, now or hereafter attached to or installed in any and all buildings, structures, improvements, alterations or appurtenances now existing or to be erected, constructed or placed upon the Land, and any and all replacements thereof, additions thereto and substitutions therefor, including, without limitation, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, water tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, anti-theft, fire extinguishing and fire prevention apparatus and equipment, refrigerating, ventilating communications, air-cooling and air-conditioning apparatus and equipment, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors, windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, boilers, furnaces, heaters, condensers, machinery, walks,

17



fences, ducts and compressors, ornaments, tools, rugs, shrubbery, driveways, signs and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, whether affixed, annexed or not (the "Fixtures");

(c) All of the right, title, interest, estate, claim or demand of the Debtor in and to any personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of the Improvements, including, without limitation, any furniture, equipment, machinery, annual crops planted or cultivated by the Debtor or those claiming under the Debtor and any timber or minerals (the "Personalty");

(d) All of the Debtor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any federal, state, county or municipal authorities or boards to the present or any subsequent owners of the Land, the Improvements, the Fixtures or the Personalty, including any award or awards or settlements hereafter made resulting from condemnation proceedings or the taking of the Land, the Improvements, the Fixtures or the Personalty or any part thereof, under the power of eminent domain;

(e) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to the Improvements, the Fixtures and the Personalty;

(f) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; all contracts and subcontracts for the construction or repair of the Improvements; and all sewer taps, permits and allocations, agreements for utilities, development rights, bonds, sureties and the like, relating to the Land, the Improvements or appurtenant facilities erected or to be erected upon the Land;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance, refunds of fees or deposits paid to any governmental authority and proceeds of letters of credit;

(h) All leases of the Land and the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the term of such lease or applied to one or more of the installments of rent coming due immediately prior to the expiration of such term and including, again without limitation, the right to receive and collect the rents thereunder;

(i) All of Debtor's rights, powers, options and privileges (but not the burdens and obligations) in and to all contracts and other agreements for the sale of the Land or the Improvements now or hereafter entered into by the Debtor and all right, title and interest of the Debtor thereunder, including, without limitation, cash and other securities deposited thereunder to secure performance by the contract purchasers of their obligations thereunder, and including, again without limitation, the right to receive and collect all proceeds thereof; and

(j) All earnings, revenues, rents, issues, profits, avails and other income of and from the Land or the Improvements and all undisbursed proceeds of the loan secured by the Deed of Trust hereinafter identified, as the same may be amended, modified or supplemented.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the land records of the jurisdiction in which the Land is located to secure an indebtedness owed by the Debtor to the Secured Party.

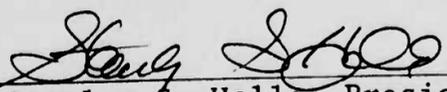
6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interests of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to the Land of which the Debtor is the record owner.

8. Maturity date of the obligation is stated in the Note.

DEBTOR:

STANLEY HALLE COMMUNITIES, INC.

By:  (SEAL)
Stanley S. Halle, President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Patrick F. Greaney, Esquire
Miles & Stockbridge
22 West Jefferson Street
Rockville, Maryland 20850

(DISC: SB SHC)
10578-1075
(B:EXHIBIT.A1)

"EXHIBIT A"

Lots numbered 14 and 162 through 169, both inclusive, in the subdivision known as "PLAT 1, THE COURTS OF FOUR SEASONS" as per plat thereof recorded among the Land Records for Anne Arundel County, Maryland in Plat Book 115 at Plat 40; and

Lots numbered 1 through 13, both inclusive, Lots numbered 145 through 161, both inclusive, and Lots numbered 170 through 183, both inclusive, in the subdivision known as "PLAT 2, THE COURTS OF FOUR SEASONS" as per plat thereof recorded among the Land Records for Anne Arundel County, Maryland in Plat Book 115 at Plat 41.

~~CROSS INDEXED IN LAND RECORDS.~~

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 510

Page No. 379

Identification No. 266951

Dated 4/6/87

1. Debtor(s) { Vivian A. Dawson
Name or Names—Print or Type
712 Delmar Rd, Glen Burnie (AA Co) MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

2 Secured Party

{ Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#12090 DT77 R01 716407
12/29/89

Dated: December 21, 1989

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

10-8

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es) Stuart Distributing Company, Inc. T/A Marvin's Sport City Room 225 Glen Burnie Mall Glen Burnie, MD 21061</p>	<p>2. Secured Party(ies) and address(es) The First National Bank of Maryland 25 South Charles Street Baltimore, Maryland 21201</p>	<p>3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #545130 0345 R03 T14:50 12/29/83 H. ERLE SCHAFER</p>
<p>4. This statement refers to original Financing Statement bearing File No. <u>222642</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>January 22</u> 19 <u>79</u></p>		<p>AA CO. CIRCUIT COURT</p>
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is being filed. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
<p>10. * currently Stuart Industries, Inc. 6 Riverside Drive Baltimore, MD 21221</p>		
<p>No. of additional Sheets presented: _____</p>		
<p>By: _____ The First National Bank of Maryland Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: <u>Donald C. Patterson</u> Donald C. Patterson, Vice President (1) Filing Officer Copy - Alphabetical STANDARD FORM 6 FORM UCC-3</p>		

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Stuart Distributing Company, Inc. T/A Marvin's Sport City Glen Burnie Mall - Rm. 225 * Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Maryland National Bank 10 Light Street Baltimore, MD 21202	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 1.00 RECORD FEE 9.00 POSTAGE .50
4. This statement refers to original Financing Statement bearing File No. <u>264533 * Liber 504</u> Folio <u>505</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>October 28</u> 19 <u>86</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is continued. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. * currently: Stuart Industries, Inc., 6 Riverside Drive, Baltimore, MD 21221 * as amended on March 11, 1987		
No. of additional Sheets presented: _____		
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (1) Filing Officer Copy - Alphabetical By: <u>Tom Buckelew</u> V.P. Maryland National Bank Vice President STANDARD FORM - FORM UCC-3		



RECORDED IN THE
FINANCING STATEMENT RECORDS OF STATE OF MARYLAND
NE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

BOOK 550 PAGE 56
279558
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

~~If transaction or transactions wholly or partially subject to records
Not subject to recordation tax
Non-taxable amount of taxable debt here.~~

If this statement is to be recorded
in land records check here.

This financing statement Dated December 26, 1989 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name EHM Commons I Limited Partnership
Address 7520 Parkway Drive, Suite 100, Hanover, Maryland 21076

2. SECURED PARTY

Name The Life Insurance Company of Virginia
Address P.O. Box 27601
Richmond, Virginia 23261

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and
made a part hereof

Name and address of Assignee

RECORD FEE 27.00

POSTAGE .50

#545320 0345 R03 T15:07
12/29/89

RETURN TO
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202
4-114018-03

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule B attached hereto and made a part hereof

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See signatures on page 2
attached hereto

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

I certify under the Penalty of Perjury
that Recordation Tax in the amount of
\$700.00 was paid to

A.A. City
County on 12/29/89
CHICAGO Title Insurance Co. of MD.

By H. Erle Schaffer

(Signature of Secured Party)

Type or Print Above Signature on Above Line

7.70

PAGE 2

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Signatures

Debtor:

EHM COMMONS I LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Emory Holdings Limited Partnership,
a Maryland limited partnership,
general partner

By: R. Clayton Emory
R. Clayton Emory, general partner

SCHEDULE A

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Property Covered by Financing Statement

1. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Promissory Note of even date herewith ("Note"), evidencing the Debtor's debt to the Secured Party in the principal sum of \$100,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein (including but not limited to all goods, equipment, fixtures, accounts receivable, rents, condemnation awards, insurance proceeds and refunds of insurance proceeds now or hereafter owned, used or received by Debtor, Secured Party or the Trustees under the Deed of Trust (hereinafter defined) on, about or in connection with the Property (hereinafter defined), together with all proceeds of all non-monetary collateral when sold), as security for such debt and the Debtor's performance of its obligations under the provisions of such Note, and further agree that the Deed of Trust and Security Agreement given by the Debtor to the Secured Party of even date herewith ("Deed of Trust") constitutes a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code as codified in Title 9, Commercial Law Article of the Annotated Code of Maryland (1983 edition, as amended).

2.1. TOGETHER WITH (a) all leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements (whether oral or written), now or hereafter existing, covering or affecting any or all of the Property, all extensions and renewals thereof, and all modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"), and (b) all rents, income, receipts, revenues, royalties, issues, profits,

and other payments, payable to Debtor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases, subject, however, to the provisions of the Deed of Trust, and

2.2. TOGETHER WITH any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, as well as any after-acquired title, franchise, license, reversion and remainder, and

2.3. TOGETHER WITH all buildings, structures, surface parking and other improvements of every kind and description now or hereafter erected or placed on the Land, all additions, alterations and replacements thereto or thereof, and all materials now owned or hereafter acquired by the Debtor and intended for the operation, construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property (hereinafter defined) immediately upon the delivery thereof to the Land (all of which are hereinafter called collectively the "Improvements"), and

2.4. TOGETHER WITH all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used for any present or future operation or management of the Land or the Improvements, including, without limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wires, switches, fans, switchboards, and other electrical equipment and fixtures; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures stoves, ovens, refrigerators, garbage disposals and compactors, dishwashers, cabinets, mirrors, mantles floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in any way in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land;

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4328M

and every renewal, replacement or substitution therefor, whether or not the same are now or hereafter are attached to the Land in any manner; all except for any right, title or interest therein held by any tenant of any or all of the Land or the Improvements, or by any other person, so long as such tenant or other person is not a party hereto or bound, with respect to such right, title or interest, by the provisions of the Deed of Trust (it being agreed by the parties hereto that all personal property owned by the Debtor and placed by it on the Land shall, so far as permitted by law, be deemed to be affixed to the Land, appropriated to its use, and covered by this Financing Statement), and

2.5. TOGETHER WITH all of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property, all of which awards, rights thereto and shares therein are hereby assigned to the Secured Party (the Land, the Improvements, fixtures, personal property, tenements, hereditaments, appurtenances and other property interests being hereinafter collectively referred to as the "Property"), and

2.6. TOGETHER WITH all of the Debtor's right, title and interest in and to any and all easements and appurtenances, including, without limitation, (i) any drainage ponds or other like drainage area not located on the Property which may be required for water run-off, (ii) any easements necessary to obtain access from the Property to such drainage areas, or to any other location to which Debtor has a right to drain water or sewage, and (iii) any land required to be maintained as undeveloped land by the zoning rules and regulations applicable to the Property, and (iv) any easements and agreements which are or may be established to allow satisfactory ingress to, egress from and operation of the Property.

2.7. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

2.8. The said land consists of all of that Property located in Anne Arundel, Maryland, which is more particularly described in the Deed of Trust and in Schedule B attached hereto.

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550 61

SCHEDULE B

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Description of Property

All that lot of ground situate in Anne Arundel County,
State of Maryland and described as follows:

BEING KNOWN AND DESIGNATED as Parcel A, Block J, as
shown on Plat Phase II, Section II B, Block J, Parcel A,
Baltimore Commons Business Park, which plat is recorded among
the Plat Records of Anne Arundel County Plat No. 4907, Book 94,
page 32. Containing 7.640 acres of land, more or less.

BEING the property described in a Deed dated September
24, 1984 and recorded among the Land Records of Anne Arundel
County in Liber No. 3809, folio 308 from Botaba Realty Company,
d/b/a Transcontinental Properties, a general partnership
organized and existing under the laws of Texas to EHM-Commons I
Limited Partnership, a limited partnership organized and
existing under the laws of Maryland.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

~~If assignment of receivables wholly or partially subject to recordation tax~~
Not subject to recordation tax
~~the assignor indicates amount of taxable debt here.~~

If this statement is to be recorded in land records check here.

This financing statement Dated December 26, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EHM Commons I Limited Partnership
Address 7520 Parkway Drive, Suite 100, Hanover, Maryland 21076

2. SECURED PARTY

Name The Life Insurance Company of Virginia
Address P.O. Box 27601
Richmond, Virginia 23261

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and made a part hereof

Name and address of Assignee
RECORD FEE 28.00
POSTAGE .50
#545330 0345 R03 T15:08



12/29/89

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RETURN TO:
4-114018-03
CHICAGO TITLE INSURANCE
COMPANY OF MARYLAND
110 ST. PAUL ST.
BALTIMORE, MD. 21202

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

See Schedule B attached hereto and made a part hereof

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

See signatures on page 2 attached hereto

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

~~City under the Penalty of Perjury
Preparation Tax in the
was paid to
City
A.A. County of 12/27/89
CHICAGO Title Insurance Co.~~

Susan Castle

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

2800
50



PAGE 2

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Signatures

Debtor:

EHM COMMONS I LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Emory Holdings Limited Partnership,
a Maryland limited partnership,
general partner

By: R. Clayton Emory
R. Clayton Emory, general partner

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4320M

SCHEDULE A

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Property Covered by Financing Statement

1. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Agreement of Consolidation, Modification and Restatement (the "Agreement") of even date herewith, evidencing and securing the Debtor's debt to the Secured Party in the principal sum of \$3,300,000. Hereinafter the term "Note" shall refer to the Note as defined in the Agreement and the term "Deed of Trust" shall refer to the Deed of Trust as defined in the Agreement. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein (including but not limited to all goods, equipment, fixtures, accounts receivable, rents, condemnation awards, insurance proceeds and refunds of insurance proceeds now or hereafter owned, used or received by Debtor, Secured Party or the Trustees under the Deed of Trust (hereinafter defined) on, about or in connection with the Property (hereinafter defined), together with all proceeds of all non-monetary collateral when sold), as security for such debt and the Debtor's performance of its obligations under the provisions of such Note, and further agree that the Deed of Trust constitutes a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code as codified in Title 9, Commercial Law Article of the Annotated Code of Maryland (1983 edition, as amended).

2.1. TOGETHER WITH (a) all leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements (whether oral or written), now or hereafter existing, covering or affecting any or all of the Property, all extensions and renewals thereof, and all

modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"), and (b) all rents, income, receipts, revenues, royalties, issues, profits, and other payments, payable to Debtor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases, subject, however, to the provisions of the Deed of Trust, and

2.2. TOGETHER WITH any and all rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining, as well as any after-acquired title, franchise, license, reversion and remainder, and

2.3. TOGETHER WITH all buildings, structures, surface parking and other improvements of every kind and description now or hereafter erected or placed on the Land, all additions, alterations and replacements thereto or thereof, and all materials now owned or hereafter acquired by the Debtor and intended for the operation, construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property (hereinafter defined) immediately upon the delivery thereof to the Land (all of which are hereinafter called collectively the "Improvements"), and

2.4. TOGETHER WITH all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used for any present or future operation or management of the Land or the Improvements, including, without limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wires, switches, fans, switchboards, and other electrical equipment and fixtures; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures stoves, ovens, refrigerators, garbage disposals and compactors, dishwashers, cabinets, mirrors, mantles floor coverings, carpets, rugs, draperies and other furnishings and

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4320M

furniture installed or to be installed or used or usable in any way in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land; and every renewal, replacement or substitution therefor, whether or not the same are now or hereafter are attached to the Land in any manner; all except for any right, title or interest therein held by any tenant of any or all of the Land or the Improvements, or by any other person, so long as such tenant or other person is not a party hereto or bound, with respect to such right, title or interest, by the provisions of the Deed of Trust (it being agreed by the parties hereto that all personal property owned by the Debtor and placed by it on the Land shall, so far as permitted by law, be deemed to be affixed to the Land, appropriated to its use, and covered by this Financing Statement), and

2.5. TOGETHER WITH all of the Debtor's right, title and interest in and to any and all awards heretofore or hereafter made relating to the Property as a result of (i) the exercise of the power of condemnation or eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property, all of which awards, rights thereto and shares therein are hereby assigned to the Secured Party (the Land, the Improvements, fixtures, personal property, tenements, hereditaments, appurtenances and other property interests being hereinafter collectively referred to as the "Property"), and

2.6. TOGETHER WITH all of the Debtor's right, title and interest in and to any and all easements and appurtenances, including, without limitation, (i) any drainage ponds or other like drainage area not located on the Property which may be required for water run-off, (ii) any easements necessary to obtain access from the Property to such drainage areas, or to any other location to which Debtor has a right to drain water or sewage, and (iii) any land required to be maintained as undeveloped land by the zoning rules and regulations applicable to the Property, and (iv) any easements and agreements which are or may be established to allow satisfactory ingress to, egress from and operation of the Property.

2.7. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

2.8. The said land consists of all of that Property located in Anne Arundel, Maryland, which is more particularly described in the Deed of Trust and in Schedule B attached hereto.

SJS/11-17-89
4320M

SCHEDULE B

FINANCING STATEMENT

by

EHM COMMONS I LIMITED PARTNERSHIP,
Debtor

and

THE LIFE INSURANCE COMPANY OF VIRGINIA,
Secured Party

Description of Property

All that lot of ground situate in Anne Arundel County,
State of Maryland and described as follows:

BEING KNOWN AND DESIGNATED as Parcel A, Block J, as
shown on Plat Phase II, Section II B, Block J, Parcel A,
Baltimore Commons Business Park, which plat is recorded among
the Plat Records of Anne Arundel County Plat No. 4907, Book 94,
page 32. Containing 7.640 acres of land, more or less.

BEING the property described in a Deed dated September
24, 1984 and recorded among the Land Records of Anne Arundel
County in Liber No. 3809, folio 308 from Botaba Realty Company,
d/b/a Transcontinental Properties, a general partnership
organized and existing under the laws of Texas to EHM-Commons I
Limited Partnership, a limited partnership organized and
existing under the laws of Maryland.

STATE OF MARYLAND

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF ANNE ARUNDEL COUNTY

550 68

RECORDED IN
OFFICE OF THE CLERK
1101 N. E. ST.
BALTIMORE, MD. 21202

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

DATED

RECORDED IN LIBER 479 FOLIO 186 September 24, 1989 (DATE)

1. DEBTOR

Name EHM COMMONS I LIMITED PARTNERSHIP
Address 7520 Parkway Drive, Suite 100, Hanover, Maryland 21076

2. SECURED PARTY

Name Provident National Bank
Address 100 South Broad Street
Philadelphia, Pennsylvania 19101

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">Termination</p>
	<p>RECORD FEE 10.00 POSTAGE .50 #545310 0345 R03 T15:07 12/29/89 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>	
	<p>RETURN TO: Steven J. Sibel, Esq. Frank, Bernstein, Conaway & Goldman 300 E. Lombard Street Baltimore, Maryland 21202</p>	

RETURN TO:
Steven J. Sibel, Esq.
Frank, Bernstein, Conaway & Goldman
300 E. Lombard Street
Baltimore, Maryland 21202

PROVIDENT NATIONAL BANK

Dated 12/21/89

By: Nancy J. Zartarian
(Signature of Secured Party)

NANCY J. ZARTARIAN
Type or Print Above Name on Above Line

10.50

STATE OF MARYLAND

550 PAGE 69

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275297

RECORDED IN LIBER 534 FOLIO 261 ON 11/15/88 (DATE)

(FILE WITH: ANNE ARUNDEL COUNTY, MD)

1. DEBTOR

Name DEVON HOME CENTER STORES OF MARYLAND, INC.

Address 596 SOUTHWEST 13TH TERRACE, POMPANO BEACH, FL 33069

2. SECURED PARTY

Name REVLON GROUP INCORPORATED
REVLON, INC.

Address 767 FIFTH AVENUE
NEW YORK, NY 10153-0033

RECORD FEE 10.00

POSTAGE .50

#545700 C345 R03 T15:42

Person And Address To Whom Statement Is To Be Returned If Different From Above.

12/29/89

H. ERLE SCHAFFER

3. Maturity date of obligation (if any)

AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

REV

Dated 12/20/89

REVLON GROUP INCORPORATED
REVLON, INC.
(Signature of Secured Party)

Wade H. Nickel, V.P. 12/21/89
Type or Print Above Name on Above Line

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

Anne Arundel County
~~STATE CORPORATION COMMISSION~~
 (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cherry Hill Construction, Inc.
 8170 Mission Road
 Jessup, MD 20794

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

McClung-Logan Equipment Co., Inc.
 4601 Washington Blvd.
 Baltimore, MD 21227

Name & address of Assignee

Associates Commercial Corporation
 4191 Innslake Drive #118
 Glen Allen, VA 23060

RECORD FEE 11.00
 POSTAGE .50
 #653050 C055 R02 T15:58
 12/29/89
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

Date of maturity if less than five years

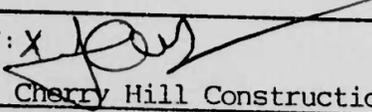
Check if proceeds of collateral are covered (X)

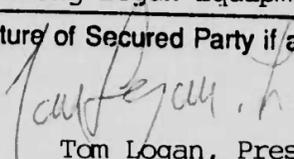
Description of collateral covered by original financing statement

One Michigan Model L190 Wheel Loader SN/ 828A622CAC
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS,
 REPLACEMENT PARTS, AND ALL PROCEEDS THEREOF.
 EXEMPT RECORDATION TAX-CONDITIONAL SALE CONTRACT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

BY: X  President
 Cherry Hill Construction, Inc.
 Signature of Debtor if applicable (Date)
 James A. Openshaw, Jr.

McClung-Logan Equipment Co., Inc.
 Signature of Secured Party if applicable (Date)

 Tom Logan, President

1150

WJT
12-20-89

1467b

279561

FINANCING STATEMENT RECORDS
ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax

FINANCING STATEMENT

1. Debtor:	Address:
CUSIMANO & SONS, INC.	601 Revell Highway, Route 50 East Annapolis, Maryland 21401 Attention: Michael J. Cusimano

2. Secured Party:	Address:
FIRST AMERICAN BANK OF MARYLAND	111 South Calvert Street Balimore, Maryland 21202 Attention: Christopher D. Holt

RECORD FEE 17.00
POSTAGE .50
#453070 C055 R02 T15:58
12/29/89

H. ERLE SCHAFFER
CO. CIRCUIT COURT

3. THIS FINANCING STATEMENT COVERS:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of any improvements now or hereafter erected upon the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all equipment, machinery, apparatus, fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with the Premises, including, but not limited to, all motors, elevators, fittings, radiators, gas ranges, iceboxes, mechanical refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles of substitution therefor, whether or not the same are or shall be attached to said improvements in any manner; and

(b) All of the Debtor's right, title and interest in and to all leases and all agreements for use and occupancy of any portion of the Premises executed by the Debtor as the landlord, together with all of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity,

17.50

1850 # 1645



in and to all rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of any leases of any portion of the Premises or from or out of the Premises or any part thereof;

(c) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any portion of the Premises or any easement or any appurtenance thereto, including severance and consequential damages and change in grade of any street;

(d) All of the Debtor's right, title, interest, estate, claim or demand, either at law or in equity, in and to all insurance policies pertaining to the Premises and all proceeds thereof; and

(e) All of the Debtor's right, title and interest in and to (i) any contracts of sale of all or any portion of the Premises, (ii) all monies in the nature of earnest money deposits made pursuant to such contracts, (iii) all monies payable to the Debtor pursuant to such contracts, and (iv) all cash and non-cash proceeds of the foregoing.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the Premises for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the Premises.

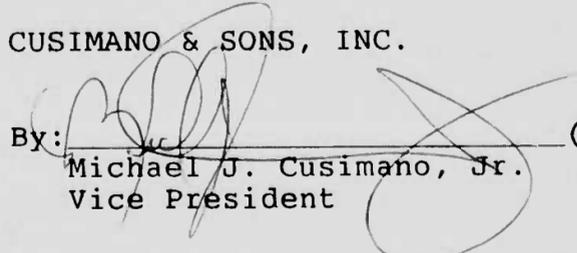
4. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits dated December 21, 1989, given by the Debtor to trustees, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the Premises are located to secure the indebtedness owed by the Debtor to the Secured Party.

5. Proceeds of collateral are covered by this Financing Statement.

6. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

CUSIMANO & SONS, INC.

By:  (SEAL)
Michael J. Cusimano, Jr.
Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Natalie A. Klaum
Legal Assistant
Frank, Bernstein, Conaway & Goldman
300 East Lombard Street
Baltimore, Maryland 21202

Property Description

BEGINNING FOR THE SAME at the northwest corner of Smith Avenue (now Patapsco Avenue) and Savoy Street and running thence west along Smith Avenue (now Patapsco Avenue) 150 feet to the east side of a 10 foot alley thence northerly along said alley 100 feet to a stake thence east 150 feet to Savoy Street, thence south along the west side of Savoy Street 100 feet to the beginning.

The improvements thereon being known as 2400 W. Patapsco Avenue.

To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.— FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. N/A

RECORDED IN LIBER 473 FOLIO 168 ON May 7, 1984 (DATE)

1. DEBTOR

Name Trinity Limited Partnership
c/o Joseph M. Della Ratta
Address 1370 Lambertton Drive, Silver Spring, Maryland 20902

2. SECURED PARTY

Name The Great-West Life Assurance Company
Address 100 Osborne Street North
Winnipeg, Manitoba Canada R3C 3A5
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes assignee information for Great-West Life & Annuity Insurance Company.

RECORD FEE 10.00
POSTAGE .50
#653970 0237 R02 T09:25
01/02/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

The Great-West Life Assurance Company

By: Dennis B. Gray

Dated December 18, 1989

By: R.H. Oleson Mortgage Investments

(Signature of Secured Party)

RETURN TO:

Mark G. Levin, Esquire
O'Malley, Miles & Harrell
P.O. Box 900
99 Commerce Place
Upper Marlbor, Maryland 20772

Type or Print Above Name on Above Line

1000

475

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation
 - (2) Financing Statement Records of Anne Arundel County, MD. X

RECORD FEE 21.00
 RECORD TAX 269.50
 POSTAGE .50
 #654150 C237 R02 T12:26
 01/02/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

1. NAME AND ADDRESS OF DEBTOR:

STALLINGS FUNERAL HOME, P.A.
 3111 Mountain Road
 Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
 5 Church Circle
 Annapolis, Maryland 21401

3. This Financing Statement covers all of the following property of the Debtor:

A. INVENTORY. All of the Debtor's inventory both now and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. ACCOUNTS. All of the Debtor's accounts (including, without limitation, all notes, notesreceivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of

2100
 269.50
 279565

which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

- C. GENERAL INTANGIBLES. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. CHATTEL PAPER. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and cash and non-cash proceeds thereof.
- E. ALL EQUIPMENT AND FIXTURES. All of the Debtor's equipment and fixtures, both now owned and hereafter

acquired, including, but not exclusively, all the equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures and equipment are or will be attached to, or located at the property leased by Debtor at 3111 Mountain Road, Pasadena, Maryland 21122.

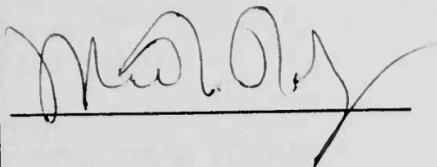
4. Subject to recordation tax on the principal amount of Thirty Eight Thousand Two Hundred Fifty Three and Twenty Five Cents (\$38,253.25).

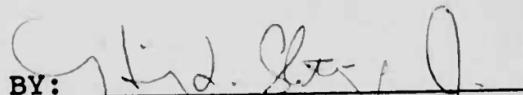
Date: 12/22/89

DEBTOR:

ATTEST:

STALLINGS FUNERAL HOME, P.A.



BY:  (SEAL)

Hilary L. Stallings, Jr.

President

Van to be used to pick up clients financed by GMAC	14,165.00
Title Tags, etc. to transfer, will be paid personally when loan is completed.	552.00
Purchased from Mr Coleman	
150 Chapel Chairs @ \$20.00	3,000.00
Torchieres (4)	700.00
1 Bier	500.00
Prayer Rail	275.00
Lectern	400.00
Prayer Card holder	170.00
Porcelain Hydraulic emblaming table	1,200.00
Stretcher	500.00
Body Lift	375.00
8 Cases Fluid @ \$40.00 each	320.00
Embalming Machine	575.00
3 Church trucks 1@ \$300.00 2@ \$200.00	700.00
Flower Stands 6@ \$65.00	210.00
Prep room supplies	150.00
Instruments	170.00
Gloves, cover alls sheets etc.	300.00
Casket stands 12@ \$50.00	600.00
4 Caskets	1,200.00
Purchased from Mr Wade	
1 Dressing table	200.00
1 Ult. table	75.00
3 Case of Embalming fluid	130.00
Office furniture	
1Desk Walnut 72"x40"	600.00
1Wing back desk chair	500.00
1 Wing side chair	400.00
4 File cabinets	300.00
1 Desk Lamp 54"x30"	45.00
1 Desk cherry	250.00
1 Oak office chair	50.00
Coffee room	
1 Wrought iron table 72"x44"	150.00
6 Wrought iron chairs	150.00
1 coffee table wrought iron	75.00
1 wrought iron couch	175.00
2 Side wrought iron chairs	100.00

Viewing Rooms & Chapel

2 Casual Chairs wainut legs covered with brown velvet material	160.00
2 Duncan Phyfe end tables mahogany wood	120.00
1 Duncan Phyfe coffee table	100.00
1 Duncan Phyfe couch mahogany covered with mauve colored fabric	1,000.00
1 Duncan Phyfe credensea small	130.00
1 Duncan Phyfe buffett	250.00
1 Victorian couch covered with brocade green material	1,700.00
2 Victorian mirrors mahogany wood	275.00
2 Victorian tables with marble tops	480.00
1 Victorian table dark wood marble top	75.00
1 Walnut victorian table	125.00
1 Marble top victorian table	250.00
1 Walnut Victorian couch covered with blue brocade fabric	800.00
1 Walnut Victorian chair covered with blue brocade fabric	375.00
2 Fan back wing chairs covered with white brocade with wood carving	1,400.00
1 Small couch floral covering in brocade	575.00
1 Small ladies chair floral covering in brocade	220.00
1 Side chair with floral covering in brocade	130.00
1 Side Chair in floral covering	100.00
1 Walnut flower stand	125.00
1 Floor lamp and flower stand	75.00
4 George Washington Lamps	400.00
2 Small pictures 1 religious 1 State house in Arn.	100.00
1 Large picture with mahogany frame	150.00

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- To be recorded in the:
- (1) Financing Statement Records of the Maryland Department of Assessments and Taxation _____
 - (2) Financing Statement Records of Anne Arundel County, MD. X

1. NAME AND ADDRESS OF DEBTOR:

HILARY L. STALLINGS AND EUVA J. STALLINGS
746 G Street
Pasadena, Maryland 21122

RECORD FEE 14.00
POSTAGE .50

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND
5 Church Circle
Annapolis, Maryland 21401

#654140 C237 R02 T12:25
01/02/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers all of the following property of the Debtor:

A. LEASES. All of the Debtor's right, title, and interest, including, without limitation, all of the Debtor's accounts, with respect to any and all leases executed by the Debtor, as lessor of any part or parcel of the premises described in Exhibit A and the improvements thereon located, whether now in existence or hereafter created, and the proceeds thereof.

14⁰⁰
38

Date: 12/22/89

DEBTOR:

ATTEST: *Witness:*
M. N. Oldy
M. N. Oldy

Hilary L. Stallings, Jr.

Hilary L. Stallings, Jr.
Euva J. Stallings

Euva J. Stallings

RETURN TO:

ROBLYER & RICHMAN, P.A.
7 Willow Street
Annapolis, Maryland 21401

Being all of the land described in a conveyance from Steven J. Everd and Margaret Everd, his wife, to William C. Stallings and Catherine M. Stallings, his wife, by Deed dated June 16, 1947 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 413, folio 391, shown as Lot 3, Section Two on a Plat of subdivision entitled "Plat of Clearview Village", as recorded among said Land Records in Plat Book 18, folio 43, Plat No. 749, and further being all of the land described in a conveyance from Samuel E. Dunlap and Julia V. Dunlap, his wife, to the aforesaid William C. Stallings et ux, by Deed dated September 25, 1952 and recorded among said Land Records in Liber 726, at folio 345, being the westerly twenty-three (23) feet of Lot 4 as shown on said plat, and further being all of the ten (10) foot strip of land excepted in the conveyance from the said William C. Stallings et ux to John Eugene Brewis and Ruth Beverly Brewis, his wife, by Deed dated February 22, 1964 and recorded among the said Land Records in Liber 1736, folio 343, and further being part of the conveyance from Z. Townshend Parks, Jr., Personal Representative of the Estate of the aforesaid Julia V. Dunlap to the aforesaid William C. Stallings et ux, by Deed dated July 27, 1983 and recorded among said Land Records in Liber 3615, folio 637, being a part of the easterly twenty-seven (27) feet of Lot 4 as shown on said plat, and being more particularly described as follows:

BEGINNING for the same at a point on the southerly right of way line of Mountain Road (Maryland Route 177) as shown on said plat of Clearview Village, distant easterly one hundred (100) feet from the northwesterly corner of Lot 1, Section Two, as shown on said plat, thence running along said right of way line

1. South 59 degrees 59 minutes 32 seconds East, 98.94 feet to a point, thence along the third or North 18 degrees 30 minutes 39 seconds East 215.00 foot line of the land described in a conveyance to Nelson F. Cross, Jr. and Carolyn Z. Cross, his wife, by Deed dated March 31, 1988 and recorded among the said Land Records in Liber 4582, folio 470, reversely

2. South 30 degrees 00 minutes 28 seconds West 215.00 feet to a steel pin set in the northerly line of Lot 7 as shown on said plat

3. North 59 degrees 59 minutes 32 seconds West 98.94 feet to an iron pipe found, thence along the westerly line of the said ten (10) foot strip described in said Liber 1736, folio 343

4. North 30 degrees 00 minutes 28 seconds East, 215.00 feet to the point of beginning, containing 21,272 square feet or 0.4883 of an acre of land.

BEING the same property conveyed to Hilary L. Stallings, Jr. and Euva J. Stallings, his wife, by Deed dated October 5, 1989, from William C. Stallings and Catherine M. Stallings, his wife, and recorded among the Land Records of Anne Arundel County in Liber 4964, folio 131.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Easton Petroleum Co., Inc.
Address 8195 Ritchie Highway Pasadena, Maryland 21122

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

REFER TO ATTACHED SCHEDULE "A"

RECORD FEE 13.00
Name and address of Assignee
#546690 0777 R03 T11:36
01/02/90

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX. (SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT.)"

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

POSTAGE .50

#546700 0777 R03 T11:36
01/02/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER

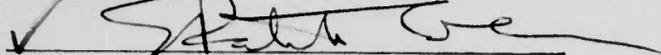
AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Easton Petroleum Co., Inc.


(Signature of Debtor)

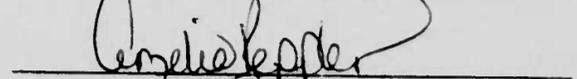
E. Patrick Cole, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

135

Circle Business Credit, Inc.


(Signature of Secured Party)

Amelia Yepper
Type or Print Above Signature on Above Line

SUPPLEMENTAL SCHEDULE OF SECURITY

550 85

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 12-20-89 executed by the undersigned.

LOCATION OF EQUIPMENT:

US Rt. 50 & 301
Queenstown, Maryland 21658

One (1) Universal Nolin 11'7 X 25'11.5 X 8'2 walk-in cooler, galvanized in and out, NSF Approved, Dial thermometer

One (1) Ardco mobile beverage rack

One (1) Ardco 30 X 80 all glass entrance door for walk-in cooler

One (1) set of nine Ardco Vanguard super king size glass display doors for walk-in cooler, 25 15/16 X72, door and frame heaters, complete shelving and lights

One (1) Bohn DBH5H1/2ADT1560 refrigeration system (208/1) weatherproof housing, filter drier & sight glass, suction filter, accumulator, with two ADT1560 evap. coil and heat exchanger with Bohrmizer kit

One (1) starrett 450 GVAD self-contained ice merchandiser

One (1) United Steel and wire 4' starter chrome wire shelving, 74" High, four 18" deep shelves, Model #21848-7000

One (1) United steel and wire chrome wire shelving unit, 74" deep, 24" deep, 60" wide, four chrome plated wire shelves, Model #22160-7100

Two (2) United steel and wire chrome 72 X 18 chrome wire all shelf, #21872-0000

Two (2) United steel and wire 18' wall bracket

One (1) United steel and wire 74 X 24 X 48 chrome wire shelf, #22448-7000

One (1) Aero stainless steel drop-in hand sink

One (1) Aero Stub-3060-4-NSF stainless steel prep table, galvanized undershelf, 4 inch backsplash, NSF approved

One (1) Continental 35 gallon trash can Model #5735/89

One (1) Continental trash can liner Model #3841

One (1) Continental Model #CYR206-3 MOP bucket

One (1) Continental Model #SW5 wringer

One (1) Kent wall and gondola shelving

One (1) custom cabinets/counters

One (1) Schmidt DC-18-A 18 inch counter-top bakery display cube, glass on four sides and top, single glass shelves

Five (5) United steel and wire Model #ADR-2448 24 X 48 aluminum dunnage rack, NSF

Easton Petroleum Co., Inc.

(Lessee-Debtor)

BY: E. Patrick Cole

E. Patrick Cole

TITLE: President

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: W. J. [Signature]

TITLE: [Signature]

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 12-20-89 executed by the undersigned.

LOCATION OF THE FOLLOWING EQUIPMENT: 6924 Marlboro Pike
Forestville, Maryland 20747

- Two (2) Gilbarco AN1220 MPD-1 six hose
- One (1) Gilbarco TCR/G pump controller
- Twelve (12) 11AP nozzles
- Twelve (12) OPW 66 safety breaks
- Twelve (12) 3/4" x 3/4" swivels
- One (1) LAF3 power supply and speakers
- Three (3) 3/4 hp Red Jacket pumps complete
- Three (3) 2" x 24" flexible connectors
- Six (6) 1 1/2" x 24" impact valves
- Two (2) 5' x 25' x 9" island forms with shear boxes
- Two (2) 400 watt super metal halide fixtures
- Two (2) 14' poles

LOCATION OF THE FOLLOWING EQUIPMENT:

8401 Harford Road
Baltimore, Maryland 21217

- One (1) 32' x 49' four column steel structure Fashion, Inc. canopy.
w/ all ancillary equipment.
- Ten (10) 400 watt super metal halide light fixtures.

Easton Petroleum Co., Inc.

(Lessee-Debtor)

BY: E. Patrick Cole

E. Patrick Cole
TITLE: President

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: [Signature]
TITLE: DC

279569

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

2001 11 30

2001 11 30

BOOK 550 PAGE 88

Anne Arundel County Clerk

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ _____

Identifying File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.
Address P.O.Box 369, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

SECURED PARTY:

Name Equipment Finance, Inc.
Address P.O.Box 4926, Lancaster, PA 17604

ASSIGNEE:

EQUIPMENT FINANCE, INC.
P. O. Box 4926
Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Fiat Allis Crawler Loader, Mdoel FL10C, S/N 113693
Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
#546240 0777 R03 T10:37
01/02/90

H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.

(Signature of Debtor or Assignor)

George A. Edwards, President

(Signature of Debtor or Assignor)

George A. Edwards, President

Equipment Finance, Inc.

(Signature of Secured Party or Assignee)

[Signature]

(Signature of Secured Party or Assignee)

1158

County - \$12.50
Recordation - \$238.00

279570

BOOK 550 PAGE 89

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
X... Subject to Recordation Tax on prin-
cipal amount of \$34,000.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Bos-Quas Automotive, Inc. T/A Quarterfield Chevron	7700 Quarterfield Road Glen Burnie, Maryland 21061

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

REGISTRATION FEE 12.00
RECORD TAX 238.00

3. This Financing Statement covers the following types (or items) of property (the collateral): All of Borrower's furniture, fixtures, machinery and equipment and all replacements thereof and additions or attachments thereto, and all borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof.

POSTAGE .50
RECORDED 01/02/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. X.....Proceeds)
.....Products)
) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

Bos-Quas Automotive, Inc.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Donald H. Bosley Sec.
Donald H. Bosley, Secretary

By: Joseph L. Bracone
Joseph L. Bracone
Vice President

By: Kenneth H. Quasney Pres.
Kenneth H. Quasney, President

Type or print all names and titles under signatures.

12
238-
8

279571

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David L. Miller
Address 5272 Chalk Point Rd. West River, Md. 20778

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc. RECORD FEE 11.00
Address 6300 Crain Highway- Upper Marlboro, Md. 20772 POSTAGE .50
J.I Case Credit Corp. P.O. Box 292 Racine, WI. 53401 #545980 0777 R03 T10:17
01/02/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1. Case Model 888 Excavator
Serial #CGG0015439

Name and address of Assignee
J. I. Case Credit Corp.
P. O. Box 292
Racine, WI 53401

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

David L. Miller
(Signature of Debtor)

David L. Miller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jay Weamer Sales Manager
Type or Print Above Signature on Above Line
Jay R. Weamer Sales Manager
Suit & Wells Eq. Co. Inc.

1250

279572

MARYLAND FINANCING STATEMENT

BOOK 550 PAGE 91

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Alan M. Landay T/A Alan M. Landay Insurance
(Name or Names)
2662 Riva Road - Suite 110, Heritage Office Complex, Annapolis, Maryland 21401
(Address) HSA 3695

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Heritage Savings Association
(Name or Names)
1505 York Road Lutherville, Maryland 21093
(Address)

4. This financing Statement covers the following types (or items) of property:
RECORD FEE 12.00
POSTAGE .50
One - Hewlett Packard Laserjet IID Model #2D Manufacturer # HEW33447A with RAM Upgrade
One- Hewlett Packard Scanjet Model # HEW9195A with Cable, Interface & OCR Software
#348518, C277-803 T10:13
01/02/90
F. W. SCHAFFER
AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

LESSEE LESSOR
Alan M. Landay T/A Alan M. Landay Insurance CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: X Alan M. Landay General (Title) By: Donald A. Lounsbury Credit Manager (Title)
Alan M. Landay Donald A. Lounsbury
(Type or print name of person signing) (Type or print name of person signing)
By: (Title) Return to: CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234
(Type or print name of person signing)

1250



TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 15.00

POSTAGE .50

#654240 0237 R02 T13:28

01/02/90

FINANCING STATEMENT



H. ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

1. Debtor: RIVERBAY ASSOCIATES
a Maryland General Partnership
Address: 920 Bestgate Road
Annapolis, Maryland 21401
2. Secured Party: SECOND NATIONAL FEDERAL
SAVINGS BANK
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: Marion J. Minker, Jr.
3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the

15.00
15.50

property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Second Deed of Trust from Debtor for the benefit of the Secured Party both dated October 11, 1988, and the Deeds of Trust Extension, Consolidation and Modification Agreement and Consolidated, Modified and Restated Deed of Trust Promissory Note in the amount of \$1,500,000.00 executed on even date herewith between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor: RIVERBAY ASSOCIATES
a Maryland General Partnership

BY:  (SEAL)
John A. Bruno
General Partner

BY:  (SEAL)
Girard C. Coffman
General Partner

Dated: Dec 19, 1989

A:S43722.1fN

EXHIBIT A

BEGINNING for the same at a point cut in the face of the west curb line of the Entrance Drive; said point being located North 00 degrees 24' 30" East 200.65 feet and thence North 89 degrees 35' 30" West 37.42 feet from the end of the South 8 degrees 31' 00" West 550.88 foot line in the conveyance from Ralph E. Campbell and Helen E., his wife, to South River Theatre Corporation by deed dated May 17, 1955, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 927, folio 354; THENCE from the place of beginning so fixed leaving said Drive and running South 70 degrees 48' 50" West 64.21 feet; THENCE North 63 degrees 13' 10" West 79.28 feet to a bend in a wood fence; THENCE with said fence, still North 63 degrees 13' 10" West 70.31 feet; THENCE leaving the fence and running North 26 degrees 39' 40" East 60.33 feet to a point in the east curb line of a curb island; THENCE with said curb line, North 26 degrees 39' 40" East 141.70 feet to a point of curve; THENCE with the chord of a curve to the left, North 12 degrees 09' East 10.03 feet; thence leaving said curb and running North 26 degrees 14' 30" East 142.35 feet to a point cut in the face of the southwest curb line of Forest Drive; thence with the said curb line of Forest Drive, South 63 degrees 36' 10" East 17.30 feet to a point of curve; thence still with said curb line, along a curve to the right having a radius of 41.38 feet, a chord South 31 degrees 21' 05" East 44.16 feet, an arc length 46.58 feet to a point of tangency on the west side of the Entrance Drive above mentioned; thence with the west curb line of said Entrance Drive, South 00 degrees 54' West 93.88 feet; thence South 00 degrees 22' 40" East 225.00 feet to the place of beginning. Containing 1.01 acre, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Surveyors, in April, 1967.

Please return to:

Blumenthal, Wayson, Downs & Offutt, P.A.
P.O. Box 868
Annapolis, Maryland 21404-0868

Attn: David S. Bruce

a:s43722ea.exa

279574

550 FILE 95

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
B.S. Livingston & Co., Inc
400 Kelby Street
Fort Lee, N.J. 07024

2. Secured Party(ies) and address(es)
The Chase Manhattan Bank, NA
1 Chase Manhattan Plaza - 18
New York, N.Y. 10081
Exp. # 33079

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

~~WE17340 0777 R03 T16:30~~

01/02/90

4. This financing statement covers the following types (or items) of property:

See Attachment A

5. Assignee(s) of Secured Party and Address(es)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

①05F712-33079

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Anne Arundel County, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

The Chase Manhattan Bank, NA by Thomas D. Cassin, VP

By: Greta M. Potvin
Signature(s) of Debtor(s)

Title

By: Thomas D. Cassin, VP
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

ATTACHMENT A

1. The name and address of the debtor is B.S. Livingston & Co., Inc., 400 Kelby Street, Fort Lee, N.J. 07024.

2. The name and address of the secured party is Chase Manhattan Bank, N.A., 1 Chase Manhattan Plaza, New York, N.Y. 10081.

3. The location of the property covered by this financing statement includes but is not limited to the following:

Inner Harbor Warehousing and Distribution, Inc.
7465 Candlewood Road
Hanover, Maryland 21076

4. The security covered by this financing statement is as follows:

All personal property and fixtures of the Debtor whether now or hereafter existing or now owned or hereafter acquired and wherever located, of every kind and description, tangible or intangible, including but not limited to, the balance of every deposit account, now or hereafter existing, and all money, goods (including equipment, farm products, and inventory), instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands, precious metals and any other property, rights and interests of the Debtor, and shall include the proceeds, products and accessions of and to any thereof.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279575

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE

Name MJW Enterprises, Inc.

Address 7971 Dorsey Run Road, Jessup, MD 20794

2. SECURITY PARTY LESSOR

Name AT&T Credit Corporation

RECORD FEE 11.00

Address 4 Gatehall Drive, Parsippany, NJ 07054

#547350 0777 R03 T16:31

01/02/90

Person And Address To Whom Statement Is To Be Returned If Different From Above ERLE SCHAFER AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

AT&T 6386 WGS equipment leased under Lease No. 0004125, and all attachments, accessories, additions, substitutions, products, replacements and rentals and proceeds therefrom (including insurance proceeds). This financing statement is for notification purposes only.

Name and address of Assignee

Equipment Location: 7971 Dorsey Run Road Jessup, MD 20794

RETURN TO: INFOSEARCH, INC. P.O. Box 1110 Albany, NY 12201

NOT SUBJECT TO MARYLAND RECORDATION TAX -

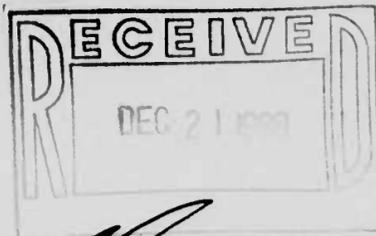
TRUE LEASE

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered) (Products of collateral are also covered)



Signature of Debtor LESSEE

Charles M. Wagner Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Security Party LESSOR

George Manouros

Type or Print Above Signature on Above Line

11

AT 6328

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 502

Page No. 327

Identification No. 263655

Dated Sept. 5, 1986

1. Debtor(s)  Kenneth & Dianna Vogel DBA Custom Engineering 

Name or Names—Print or Type
 108 Holsum Way Glen Burnie, Md. 21061
 Address—Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.

Name or Names—Print or Type
 18 West St. Annapolis, Md. 21401
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

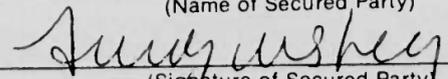
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.



RECORD FEE 10.00
 POSTAGE .50
 0744470 0777 001 110:09
 01/03/90

Dated: Dec. 15, 1989

First National Bank of Md.
 Trudye N. Weisberg
 (Name of Secured Party)


 (Signature of Secured Party)

Loan Accounting Executive
 Type or Print (Include Title if Company)

279577

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Elevator Company, Incorporated
Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversfied Leasing, Inc.
Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

6756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#547920 0777 R03 T11:41
01/03/90
H. ERLE SCHAFER
CIRCUIT COURT

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108(K)(4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS NOT INTENDED TO CONVEY TITLE TO PERSONAL PROPERTY

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David A. Gerhardt CA MIS Director
(Signature of Debtor)

David A. Gerhardt CA MIS Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas S. Myers Treasurer
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Signature on Above Line

11/50

DESCRIPTION OF EQUIPMENT

- One (1) 011006 *(2)MOD 30-286 (512K,1.44DD) S/N(s): 7513790
- One (1) 060881 0.5MB MEM 30-286 SYBD F/0608
- One (1) 055221 30MB INT HD PS/2 30-286 S/N(s): 6128217
- One (1) 030842 COLOR DISPLAY 14IN (8512) S/N(s): 0726778
- One (1) 200821 EA(5)DOS 3.3 IBM

General Elevator Company, Incorporated
 Type Full Legal Company Name

[Signature] *David A. Carranza*
 Signature Print Name Signature Print Name

Mrs Director
 Title Title

December 28, 1989 December 28, 1989
 Date Date



550 101

279578

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 4,862.20
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Pride Electric Company

 (Name)
112 Homeland Road

 (Address)
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Samuel Bayne

 (Name of Loan Officer)
18 West Street

 (Address)
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

Everex Step 286/12 Serial # 16E01-945-24392

Everex Step 286/12 Serial # 16E01-945-24213

NFC Monitor Serial # 99M54622Z

NFC Monitor Serial # 99M54624Z

Sharp Copier SH7300 Serial # 96643207

Quick Scaler Serial # 85252

RECORD FEE 11.00

RECORD TAX 35.00

POSTAGE .50

#548000 C777 R03 T11:46

01/03/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)
Pride Electric Company (Seal)

Gloria E. Walton (Seal)

 (Signature)
Gloria E. Walton

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)

 (Signature)

 (Print or Type Name)

Handwritten marks: 11, 35, 4

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263628

RECORDED IN LIBER 502 FOLIO 262 ON 9/4/86 (DATE)

1. DEBTOR

Name Clifton A. Cornish, Jr. DBA CBY Enterprises
Address 227 Berlin Ave., Baltimore, MD 21225

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Building, Ste. 200 B
407 Crain Highway, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNEE:
Societe Generale Financial Corp.
50 Rockefeller Plaza
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#547900 C777 R03 T11:40
01/03/90
308 (10) ERLE SCHAFER
HA CO. CIRCUIT COURT

Trans-American Leasing Corp.

Dated _____

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro III, Exec. Vice President
Type or Print Above Name on Above Line

FILED IN ANNE ARUNDEL COUNTY

15.5

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation

Address 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE .50

#547880 0777 R03 T11:40

01/03/90

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

386122/02/3047

SEE ATTACHED SCHEDULE

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Frank J. Sarro III

(Signature of Debtor)

Frank J. Sarro III, Exec. Vice Pres.

Trans American Leasing Corp.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ANNE ARUNDEL

Handwritten number 1150

Handwritten signature of Societe Generale

(Signature of Secured Party)

Societe Generale Financial Corporation

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION
1071 WORCESTER ROAD
FRAMINGHAM, MASSACHUSETTS 01701
617-872-3400
EXHIBIT A

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Pursuant to Equipment Lease (Lease No. 386122) dated December 23, 1986 (the "Lease"), and Rental Schedule No. 02 thereunder, by and between TRANS-AMERICAN LEASING CORPORATION ("Lessor"), a Maryland corporation, with a place of business at 1071 Worcester Road, Framingham, Massachusetts 01701, and South Hills Answering Service, A General Partnership ("Lessee") a General Partnership with a place of business at 1432 Potomac Ave., Pittsburgh, PA 15216, the undersigned, for and on behalf of Lessee, and being duly authorized so to do, hereby (a) certifies that the following equipment (the "Equipment") has been delivered to, and inspected by Lessee and is in good working order, repair and condition, and has been installed to the satisfaction of Lessee, and (b) unconditionally accepts the Equipment for all purposes of the Lease, as of the date hereof.

1071
HERE

Quantity	Description of Equipment
1	Best Power 1500 VA UPS System w/ No Maintenance 31AH Batteries
4	LED indicators and audible alarm for monitoring Vicro Bi-Level CRT Tables 30" x 48" w/ four center drawers
7	Startel Line Cards

SOUTH HILLS ANSWERING SERVICE, A GENERAL
PARTNERSHIP
.....
(Lessee)

By X [Signature]
.....
(authorized signature)

Its X [Signature]
.....
(title)

Date: March 1, 1987.....

550 115
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279580

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

#787110/02/3042
SEE ATTACHED SCHEDULE EQUIPMENT LEASE

Name and address of Assignee



RECORD FEE 11.00
POSTAGE .50

#547890 0777 R03 T11:40
01/03/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Trans-American Leasing Corp.

(Signature of Debtor)

Frank J. Sarro III, Exec. Vice Pres.

Type or Print Above Name on Above Line

Societe Generale Financial Corporation

(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

ANNE ARUNDEL

1/50

TEAMCARE, INCORPORATED

Schedule 02

5042

EQUIPMENT LIST

BOOK 550 PAGE 106

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Horizontal Laminar Air Flow, Clean Bench Model EG-5252 6" Leg Riser, IV Bar, Plastic Bins
1	Vertical Laminar Air Flow, Clean Bench Model SG-400 Class II Type A/B3, Ultra-Violet Light, IV Bar
20	Posts 74P
4	Posts 63P
4	Posts 27PF
4	Posts 33PM
8	"S" Hooks 9995Z
4	Shelves 2436FS
12	Shelves 1848
4	Shelves 1436FS
20	Shelves 1860
1	Secretarial Desk w/Return
2	Guest Chairs
1	Secretarial Chair
1	HyBack Chair
1	Executive Desk
2	Guest Chairs
1	Zerox Memory Writer #610 S/N 02C-038447
1	Zerox Memory Writer #6010 S/N 01C-078055

TEAMCARE, INCORPORATED

TRANS-AMERICAN LEASING CORPORATION

BY: Sherrill J...

BY: Frank J...

TITLE: Controller

TITLE: VP



279581

550 107

53372-40

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Blvd. M/C		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 1600 Crain Highway		1C. CITY, STATE Glen Burnie, MD	1D. ZIP CODE 21061
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Corometrics Leasing Inc. MAILING ADDRESS 61 Barnes Park Road North CITY Wallingford STATE CT ZIP CODE 06492-0333		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

NOT SUBJECT TO A RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50



#547850 0777 R03 T11:38
01/03/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (n) <input type="checkbox"/>	
9. <input checked="" type="checkbox"/> <i>Stem Sepenk</i> DATE <i>1/3/90</i> SIGNATURE (S) OF DEBTOR (S)	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)	
Blvd. M/C TYPE OR PRINT NAME (S) OF DEBTOR (S)	1	
<i>Stem Sepenk</i> SIGNATURE (S) OF SECURED PARTY (IES)	2	
Corometrics Leasing Inc. TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)	3	
11. RETURN COPY TO: NAME ADDRESS CITY STATE ZIP CODE	4	
DATA-FILE SERVICES, INC.	5	
1728 OLYMPIC BLVD.	6	
SANTA MONICA, CA 90404	7	
	8	
	9	
	0	

FORM UCC-1

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Corometrics Leasing Inc.
61 Barnes Park Road North
Wallingford, CT 06492-0333

DEBTOR:

Blvd. M/C
1600 Crain Highway
Glen Burnie, MD 21061

DEBTOR hereby grants to SECURED PARTY a continuing Security Interest in:
(1) SSD-860 SERIAL# 61M11331 (1) UST-5212DW-2.5 SERIAL# 6A54572 (1) UST-5212DW-3.5
SERIAL# 6A5460 (1) SSD-210DXII SERIAL# 61M11054 (1) AG-6200 SERIAL# JEHK00192 (1)
SSZ-96V SERIAL# 61M11037

Blvd. M/C

Corometrics Leasing Inc.

2

DEBTOR

SECURED PARTY

SHEET No.

Filing Officer Copy

550 109

279582

FINANCING STATEMENT—MARYLAND

File No.-----

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is:
Corman Construction, Inc.
12001 Guilford Road
Annapolis Junction, Maryland 20701
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, Virginia 22046
- 3. The maturity date of the obligation (if any) is:-----
- 4. This Financing Statement covers the following types (or items) of property: (Describe)
One (1) Dresser, Model TD20G, SN U035043, complete with all attachments. One (1) Dresser, Model TD20G, SN U035077, complete with all attachments. One (1) Dresser 870 RL Grader, SN 100829, complete with all attachments.

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$-----

Debtor(s):

Corman Construction, Inc.

W G Cox

WILLIAM G. COX PRESIDENT

Secured Party:

First Virginia Commercial Corporation

Harold V. Dellinger, II

Harold V. Dellinger, II
Vice President

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink



RECORD FEE 11.00

#547820 0777 R03 T11:35

01/03/90

ERLE SCHAFER

AA CO. CIRCUIT COURT

11

(Anne Arundel County)

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No 459

Page No 45

Identification No 246166

Dated 02/10/83

- 1. Debtor(s): Phelps Protection Systems, Inc.
1908 Forest Drive, Suite L
Annapolis, Anne Arundel County, MD 21404
- 2. Secured Party: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, Maryland 21202
- 3. Maturity Date (if any): N/A
- 4. Check Applicable Statement:

<p>: A. Continuation ()</p> <p>: The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>: B. Partial Release ()</p> <p>: From the collateral described in financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>: C. Assignment ()</p> <p>: The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>: D. Other (X)</p> <p>: (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
 POSTAGE .50
 #547780 DT?7 R03 T11:31
 01/03/90
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

Dated: December 7, 1989

SMALL BUSINESS ADMINISTRATION
Secured Party

Paul Hecht
Signature of Secured Party

Paul Hecht, Chief, Portfolio Mgmt. Division
Name & Title

PLEASE RETURN TO DEBTOR.

185



FINANCING STATEMENT

FORM UCC-1

Identifying File No.

ARUNE ARUNDEL

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BDM Quarter Folding, Inc. Address 7362 Baltimore-Annapolis Blvd. Glen Burnie, MD 21061

279583

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp. Address 225 W. 34th St. New York NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1- Edgerton Becker Labeling Machine

TOGETHER WITH ALL ADDITIONS, ACCESSIONS AND/OR REPLACEMENTS OF ANY OR ALL PARTS THEREOF.

NOT SUBJECT TO RECORDATION TAX SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered) (Products of collateral are also covered)

Signature of Debtor (Bryan D. Bruns)

Type or Print Above Name on Above Line (Bryan Bruns)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party (T. Banks)

Type or Print Above Signature on Above Line (T. BANKS)

RECORD FEE 11.00 #547760 0777 R03 T11:30 01/03/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT

1/100

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. **279584**

1. DEBTOR

Name Beerson, Inc. T/A All Tune & Lube
Address 2299 Johns Hopkins Road, Unit 1, Gambrills, MD 21054

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.
Address 225 W. 34th St.
New York, NY 10122

RECORD FEE 12.00
#547740-6777 R03-T11-70
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- Gilbarco GFF 70 Asymetric above ground, 7000 Electric/Hydraulic Lift, Including installation.
- 1- Ex-1 Fluid Evacuator with Gear Oil, Motor Oil & Transmission Probes plus Brake Bleeder.
- 1- Model 3280 O.T.C. Monitor with 1990 G.M. Ford & Chrysler Adapter and 5 in 1 Import Car Adapter.

TOGETHER WITH ALL ADDITIONS, ACCESSIONS AND/OR REPLACEMENTS OF ANY OR ALL PARTS THEREOF CHECK THE LINES WHICH APPLY

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Marc P. Fournier
(Signature of Debtor)

Marc P. Fournier
Type or Print Above Name on Above Line

(Signature of Debtor)

T. Banks 1700
(Signature of Secured Party)
T. BANKS

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here: \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vacek Bros, Inc.
1102 Crane Hwy S W
Address Glen Burnie, MD 21061

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP.
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Binks Really Clean Auto Spray Booth w/ Air Supply Plenum, S/N AARC-531
- 1 4000 Ammco Drum/Disc Lathe w/ 2400 Bench S/N _____
- 1 9708 Ammco Arbor Set, 7075 Silencer Set & 9499 Light Truck
- 2 SP 088 Rotary Clear Floor Surface Mount Lift, S/N L 68058 Z

RECORD FEE 11.00
#547750 DT77 R03 T11:36
01/03/90

TOGETHER WITH ALL ADDITIONS, ACCESSIONS AND/OR REPLACEMENTS OF ANY OR ALL PARTS THEREOF.

NOT SUBJECT TO RECORDATION IN ANNE ARUNDEL COUNTY CIRCUIT COURT
SECURED PARTY IS THE SELLER
ERLE SCHAFER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Melvin T. Vacek
(Signature of Debtor)

Melvin T. Vacek
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J Banks
(Signature of Secured Party)
MIDLANTIC COMMERCIAL LEASING CORP.
T. BANKS
Type or Print Above Signature on Above Line

11.00

STATE OF MARYLAND

ANNE ARUNDEL CO. FINANCING RECORDS

550 114

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278194

RECORDED IN LIBER 544 FOLIO 382 ON August 8, 1989 (DATE)

1. DEBTOR

Name Coulson Family Enterprises, Inc.

Address 7162 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Signet Bank/Maryland

Address Baltimore and St. Paul Streets, Baltimore, Maryland 21203

Owen A. McGlynn, Jr., Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> A. Continuation</p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input type="checkbox"/> C. Assignment</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other:</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>#547690 0177 R03 T11:24</p> <p>01/03/90</p> <p>H. ERLE SCHAFER</p> <p>AA CO. CIRCUIT COURT</p>	

Dated December 11, 1989

SIGNET BANK/MARYLAND

Robert G. Holmes, Jr.
(Signature of Secured Party)

By: Robert G. Holmes, Jr., Vice President
Type or Print Above Name on Above Line

RECORDED BY: TYDINGS & ROSENBERG
201 N. Charles Street, 25th floor
Baltimore, Maryland- 21201
ATTN: Anita Impallaria (for RSD)
Case No. R6325/20152

156

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement Book 470 Page 461
Date of Filing January 25, 1984 Record Reference File 250879
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
<small>(Last Name First)</small>				
Belkov Yacht Carpentry	311	3rd Street,	Annapolis,	Maryland 21403

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
United Bank & Trust Co. of Md.	9420	Pennsylvania Ave.,	Upper Marlboro,	Md. 20772

CHECK APPLICABLE STATEMENT

RETURN TO:

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Debtor(s) or assignor(s)
Belkov Yacht Carpentry

Larry Belkov, Pres.

United Bank & Trust Company of Maryland
(Seal)

(Corporate, Trade or Firm Name)

Michael K. Kuhns
Signature of Secured Party or Assignee

Michael K. Kuhns, Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RETURN TO:

BAY NATIONAL BANK
2661 RIVA RD. BLDG. 700
ANNAPOLIS MD 21401
(301) 267-0400

Anne Arundel Co.

550 116

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496

Page No. 525

Identification No. 261186

Dated April 9, 1986

1. Debtor(s) { J & K Distributors, Inc.
 Name or Names—Print or Type
P.O. Box 667, Millersville, A.A., Maryland 21108
 Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
 Name or Names—Print or Type
18 West Street, Annapolis, A.A., Maryland 21401
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

 FEE 10.00
 JUSTICE .50
 MARYLAND CIRCUIT COURT
 H. ERLE SCHNEER
 94 CO. CIRCUIT COURT

Dated: December 27, 1989

The First National Bank of Maryland
(Name of Secured Party)

Peggy A. Hall
(Signature of Secured Party)

Peggy A. Hall, Asst. Vice President
Type or Print (Include Title if Company)

BS-1216D-8406

BAY NATIONAL BANK
2661 RIVA RD., BLDG. 700
ANNAPOLIS, MD 21401
(301) 286-8400

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 Identifying File No. 279587

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 80,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Dec. 29, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STREET TRAFFIC STUDIES, LTD. (FORMERLY STS ACQUISITION COMPANY)
 Address 1302 Concourse Drive, Suite 104, Linthicum, Maryland 21090

2. SECURED PARTY

Name Rodney B. Carlson
 Address 200 Hopkins Road, Baltimore, Maryland 21212
 RETURN TO: William E. Carlson, Esq., Shapiro and Olander, Suite 2000
36 South Charles Street, Baltimore, Maryland 21201
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 29, 1996

4. This financing statement covers the following types (or items) of property: (list)

Debt Secured: \$80,000

Name and address of Assignee	
N/RECORD FEE	11.00
RECORD TAX	560.00
POSTAGE	.50

#548300 0777 R03 T15:00

SEE ATTACHMENT
 TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY 01/03/90
 AND THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
STREET TRAFFIC STUDIES, LTD.

David Nelson
 (Signature of Debtor)

By: David A. Nelson, President
 Type or Print Above Name on Above Line

David Nelson
 (Signature of Debtor)

David A. Nelson
 Type or Print Above Signature on Above Line

*11-50
5200*

RECORDATION TAXES IN THE AMOUNT OF \$560.00 HAVE BEEN PAID TO ANNE ARUNDEL COUNTY, MARYLAND

H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

X *Rodney B. Carlson*
 (Signature of Secured Party)

Rodney B. Carlson
 Type or Print Above Signature on Above Line

Assets

1. All office furniture, filing cabinets, files, computer equipment and software, books and publications, and all other personal property of the Debtor now or hereafter located at Debtor's offices at 1302 Concourse Drive, at its off-site storage area at 8255 Baltimore Washington Boulevard, or elsewhere.
2. The names "Street Traffic Studies, Ltd.", "STS, Ltd.", and "STS" and all trademarks, tradenames, service marks, and other rights, registered or otherwise, with respect to such names (including, but not limited to, United States Patent and Trademark Office Service Mark Reg. No. 1,402,581).
3. Two Ford Escorts and one Ford Taurus automobiles (title nos. 13725484, 14239030, and 1637227).
4. Telephone number "859-3553".
5. All accounts receivable outstanding as of the date of this Financing Statement or hereafter existing and all future billings made for work in progress and services rendered.

w30ce174.txt
25:01;12/29/89
43549.003;25:30

STATE OF MARYLAND

279588

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated Dec. 29, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STREET TRAFFIC STUDIES, LTD. (FORMERLY STS ACQUISITION COMPANY)
Address 1302 Concourse Drive, Suite 104, Linthicum, Maryland 21090

2. SECURED PARTY

Name Stephen G. Petersen, P.E., INC.
Address 16626 South Westland Drive, Gaithersburg, Maryland 20877
RETURN TO: Earl C. Hill, Jr., Esq., 200-A Monroe Street
Rockville, Maryland 20950

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) December 29, 1994

4. This financing statement covers the following types (or items) of property: (list)

Purchase Money Security Interest: \$105,000

SEE ATTACHMENT

Name and address of Assignee
RECORD FEE 11.00
POSTAGE 50

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY MARYLAND AND THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

THIS FINANCING STATEMENT IS SUBORDINATE TO THAT FINANCING STATEMENT OF EVEN DATE HEREWITH BETWEEN DEBTOR AND RODNEY B. CARLSON

H. CARLSON SCHAFFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)
STREET TRAFFIC STUDIES, LTD.

NOT SUBJECT TO RECORDATION TAX-- PURCHASE MONEY SECURITY INTEREST

1150

By: [Signature]
(Signature of Debtor)
David A. Nelson, President
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

STEPHEN G. PETERSEN, P.E., INC.
By: [Signature]
(Signature of Secured Party)
Stephen G. Petersen, President
Type or Print Above Signature on Above Line

Assets

1. All office furniture, filing cabinets, files, computer equipment and software, books and publications, and all other personal property of the Debtor now or hereafter located at Debtor's offices at 1302 Concourse Drive, at its off-site storage area at 8255 Baltimore Washington Boulevard, or elsewhere.
2. The names "Street Traffic Studies, Ltd.", "STS, Ltd.", and "STS" and all trademarks, tradenames, service marks, and other rights, registered or otherwise, with respect to such names (including, but not limited to, United States Patent and Trademark Office Service Mark Reg. No. 1,402,581).
3. Two Ford Escorts and one Ford Taurus automobiles (title nos. 13725484, 14239030, and 1637227).
4. Telephone number "859-3553".
5. All accounts receivable outstanding as of the date of this Financing Statement or hereafter existing and all future billings made for work in progress and services rendered.

w30ce174.txt
25:01;12/29/89
43549.003;25:30

BOOK 550 #121

STATE OF MARYLAND Anne Arundel COUNTY 279589

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McDonnell Douglas Truck Services Inc.

Address 7205 Montvideo Road, Jessup, MD 20794

2. SECURED PARTY

Name CCI Leasing, Ltd.

Address 489 Devon Park Dr. #304, Wayne, PA 19087

RECORD FEE 11.00
#548330 0777 R03 T15:10
01/03/90

Person And Address To Whom Statement Is To Be Returned If Different From Above
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1-1.8 meter satellite dish
- 1-data interface unit
- 1-remote data port card
- 1-dial access 296 modem
- 1-haddax A/B switch
- 2-RS232 cables

Name and address of Assignee
First Peoples Bank of NJ
P.O. Box 300
Westmont, NJ 08108

36-001-37

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

McDonnell Douglas Truck Services Inc.

X [Signature]
(Signature of Debtor)

CHARLES B. SISCOX
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CCI Leasing, Ltd.
[Signature]
(Signature of Secured Party)

WILLIAM J. BATHS
Type or Print Above Signature on Above Line

11

71-113469 A.A. County
Land Records
1490-Tenbury Comm. 13. 38

BOOK 550 PAGE 122

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 459

Page No. 193

Identification No. 507856

Dated February 16, 1983

1. Debtor(s) { John F. Harrington and Maureen K. Harrington
Name or Names—Print or Type
257 Long Point Road, Crownsville, MD 21032
Address—Street No.; City - County State Zip Code

2. Secured Party { Chevy Chase Savings and Loan, Inc.
Name or Names—Print or Type
6200 Chevy Chase Drive, Laurel, MD 20707
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#548340 0777 R03 T15:10
01/03/90

4. Check Applicable Statement:



H. ERLE SCHAFER
CIRCUIT COURT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CHEVY CHASE SAVINGS BANK, FSB
a/k/a CCS&LOAN & B.F. SAUL MORTGAGE CO.

Dated: AUGUST 2, 1989

Name of Secured Party
[Signature]
Signature of Secured Party
VICE PRESIDENT
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

158

BOOK 530 PAGE 123

AVCO FINANCIAL SERVICES

7164 EAST FURNACE BRANCH ROAD, P.O. BOX 997, GLEN BURNIE, MD 21061
PH. (301) 766-6763

BOOK 539 PAGE 567

TERMINATION STATEMENT

ID# 276815

Ronald + Linda Nagar

THIS STATEMENT OF TERMINATION OF FINANCING IS PRESENTED TO A FILING OFFICER
PURSUANT TO THE UNIFORM COMMERCIAL CODE. THE SECURED PARTY CERTIFIES THAT THE
SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING
STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

(SECURED PARTY)

BY *Morgan Azberg Admin Asst* DATED: *6/6/89*
TITLE

ACKNOWLEDGEMENT COPY
FILING OFFICER IS REQUIRED TO NOTE FILE NUMBER, DATE AND HOUR OF
FILING ON THIS COPY AND RETURN IT TO THE PERSON FILING, AS AN
ACKNOWLEDGEMENT.

KS



RECORD FEE 10.00
POSTAGE .50
#546420 0777 R03 T15:16
01/03/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 Identifying File No. 15659

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1068.35

If this statement is to be recorded in land records check here.

This financing statement Dated 12/26/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

279590

1. DEBTOR

Name GORDON C. BYRD
 Address 3551 C BURR CT, FT MEADE, MD 20755

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES RECORD FEE 11.00
 Address PO BOX 997 RECORD TAX 10.50
GLEN BURNIE, MD 21061 POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

54843077703
15:17

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SANYO 50WATT?CHANNELL RADIO
 2 DUAL CASSETTE STEREOS
 ZENITH25"CONSOLE TV
 KTX 19" TV
 SANYO VCR,
 TROMBONE
 BUNDY CLARINETS
 WARDS 21" PUSH MOWER

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Gordon C. Byrd
 (Signature of Debtor)

GORDON C. BYRD
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Monique J. Herzberger
 (Signature of Secured Party)

MNIQUE J. HERZBERGER ADMIN ASST.
 Type or Print Above Signature on Above Line

1550
15

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2821.95

If this statement is to be recorded in land records check here.

This financing statement Dated 12/05/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

279591

Name DEAN A. RADEN & LYNN D. COLICCHIE
Address 715 Chapelgate Dr Odenton Md 21113
~~108 KENT POINT RD. STEVENSONVILLE, MD. 21666~~

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES
Address P.O. BOX 997
GLEN BURNIE, MD. 21061

RECORD FEE 12.00
RECORD TAX 21.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#548440 C777 R03 T15:2
01/03/

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"
AMERICAN COIN COLLECTION, SMITH AND WESSON 44 MAGNUM GUN, TOSIBA VCR

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Dean A. Raden
(Signature of Debtor)

DEAN A. RADEN
Type or Print Above Name on Above Line

Lynn D. Colicchie
(Signature of Debtor)

LYNN D. COLICCHIE
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN, ADMIN. ASST.
Type or Print Above Signature on Above Line

1001.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 550 126 15514

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 1552.70

If this statement is to be recorded in land records check here. []

This financing statement Dated 11-10-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jason G Setters 279592
Address 7983 Millstone Ct #7983 Severn Md 21144

2. SECURED PARTY

Name Avco Financial Service
Address PO Bx 997

Person And Address To Whom Statement Is To Be Returned If Different From Above

Glen Burnie Md 21061

3. Maturity date of obligation (if any) 11-20-91

4. This financing statement covers the following types (or items) of property: (list)

Stereo Equip
TV's
VCR

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50

Name and address of Assignee

#548450 0777 R03 T15:21

01/03/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

JASON G SETTERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

MARY K BRYANT ADMIN ASST

Type or Print Above Signature on Above Line

11/14/89

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 974.44

If this statement is to be recorded in land records check here.

This financing statement Dated 12/06/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLARENCE & LINDA THOMPKINS

Address 5-F EUCALYPUS RD. ANNAPOLIS, MD. 21402

2. SECURED PARTY

Name AVCO FINANCIAL SERVICES

Address P.O. BOX 997

GLEN BURNIE, MD. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00

RECORD TAX 7.00

POSTAGE .50

4548460 0777 R03 T15:21

01/03/90

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Name and address of Assignee

"CERTAIN HOUSEHOLD GOODS AND OTHER CONSUMER PERSONAL PROPERTY"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CP Thompkins
(Signature of Debtor)

CLARENCE THOMPKINS
Type or Print Above Name on Above Line

Linda D. Thompkins
(Signature of Debtor)

LINDA THOMPKINS
Type or Print Above Signature on Above Line

Gina Jordan
(Signature of Secured Party)

GINA JORDAN ADMIN. ASST.
Type or Print Above Signature on Above Line

12/50

550 128 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279594

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,628,689.

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COLOR TILE, INC.*

Address 515 Houston Street, Fort Worth, TX 76102 *See Schedule 1 attached hereto for additional tradenames of Debtor

2. SECURED PARTY

Name NatWest USA Credit Corp., as Agent

Address 175 Water Street, New York, NY 10038

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Schedule A attached hereto and made a part hereof.

This UCC is Being Filed at the State Level of Maryland and in 9 Maryland Counties Today; We are Paying Tax in the amount of \$8,675.00 to the Secretary of State
Filed with: Anne Arundel County Circuit Ct. Clerk, MD

Name and address of Assignee

RECORD FEE 29.00

POSTAGE .50
#548470 DT77 R03 T15:27

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 01/03/90

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

06F3040/3940

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RETURN ADDITIONAL COPIES TO
NATIONWIDE INFORMATION
52 JAMES ST.
ALBANY, N.Y. 12207

(Signature of Debtor)

COLOR TILE, INC.
Type or Print Above Name on Above Line
[Handwritten Signature]
(Signature of Debtor)

Type or Print Above Signature on Above Line

NatWest USA Credit Corp., as Agent
(Signature of Secured Party)

[Handwritten Signature]
Type or Print Above Signature on Above Line

Schedule 1 to UCC-1 Financing Statement

Additional tradenames of Color Tile, Inc.:

Color Tile Supermart, Inc.
Cleveland Tile
Peerless Wallpaper Company
Melbourne Parquet Company
North American Adhesives and Coatings Company
North American Hardwood Flooring Products
ColorCarpet
ColorCredit
Outlet Tile
Color Tile Ceramic Manufacturing
North American Wood Project Manufacturing
North American Hardwood Flooring
Color Tile Adhesive Manufacturing

Federal Tax I.D. No. of all tradenames: 75-1606185

SCHEDULE A
to
Financing Statement by
NATWEST USA CREDIT CORP.
(in its capacity as Agent),
as Secured Party, against
COLOR TILE, INC., as Debtor

Description of Collateral

The Collateral consists of:

(A) All Accounts and other rights to payment of money and all rights in any returned, reclaimed and repossessed goods, together with all rights, claims, titles, securities, security interests, liens and guaranties evidencing, securing, guaranteeing payment of, relating to or otherwise with respect to such Accounts and rights, including any rights to stoppage in transit, replevin, reclamation and resale;

(B) All Notes Receivable;

(C) All Inventory;

(D) All Equipment;

(E) All documents and documents of title, including bills of lading, warehouse receipts, trust receipts and the like;

(F) All chattel paper, documents, instruments, money, notes, drafts, general intangibles (including without limitation any indemnity agreements under the Merger Agreement), licenses, licensing agreements, contracts, contract rights, agreements, rights to payment, royalties, license fees, leases of personal property, undertakings, surety bonds, insurance policies and insurance proceeds, all forms of obligations owing to the Debtor or in which the Debtor may have an interest, however arising or created, all present and future choses and things in action, goodwill, trade secrets, catalogs, computer programs, purchase orders, computer software (including without limitation all source codes and object codes, all media of any type or nature on which such source codes and object codes are reproduced, copied, stored or maintained at any time and from time to time, and all licenses or other rights entitling the Debtor to use, copy and reproduce such object codes and source codes and all licenses and other rights granted by the Debtor to any other person or entity to copy, use, sell, market or reproduce computer software and such source codes and object codes), technology processes, drawings, blueprints, proprietary information, patents, patent applications, Trademarks (including without limitation any and all rights of the Debtor to sue and

DOC #191119

collect damages for past, present or future infringements of any Trademark or for any injury to the goodwill associated with any Trademark), customer lists, mailing list, copyrights and tax refunds of every kind and nature to which the Debtor may now or hereafter become entitled and however arising, and all other refunds of any kind and nature;

(G) All guarantees, mortgages or security agreements on real or personal property or other agreements or property securing or relating to any of the items referred to in clause (A) above or acquired for the purpose of securing and enforcing any of such items;

(H) All deposit accounts, including without limitation any collection accounts and concentration accounts and any other demand, time savings, passbook or like account maintained by the Debtor with any bank, savings and loan association, credit union or like organization, all money, cash and checks, drafts, notes, bills, bills of exchange and bonds deposited therein or credited thereto, and all interest accruing thereon or any other property of the Debtor received or receivable by the Debtor in respect thereof, whether or not deposited in any such deposit account;

(I) All rights of the Debtor as an unpaid vendor or lienor, including stoppage in transit, replevin and reclamation, and all additional amounts due to the Debtor from any customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party;

(J) All notes, debt securities, other rights to payment, equity securities and any other considerations received from any sale, assignment or other disposition of any assets or properties of the Debtor in whatever form, including, without limitation, goods, accounts, instruments, securities, documents, contract rights and general intangibles;

(K) All cash, other monies, stocks, bonds, debentures, securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments or liquidation payments with respect thereto, whether for safekeeping, pledge, custody, transmission, collection or otherwise, any and all deposits (general or special), balances, sums, proceeds and credits of the Debtor with, and any and all claims of the Debtor against, the Secured Party at any time existing;

(L) All claims of the Debtor for Federal, State and local tax refunds and for any amounts recovered or recoverable as a consequence of the termination of any "employee

pension benefit plan", and all applications, filings, approvals and notices in connection therewith;

(M) All wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels, logos and other devices, names or marks affixed or to be affixed to Inventory for purposes of selling or of identifying the same or the seller or manufacturer thereof and all right, title and interest of the Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by the Debtor;

(N) All rights and claims of the Debtor in or under all policies of insurance covering the property described in this Schedule A, including, but not limited to, insurance for fire, damage, loss, and casualty, whether covering personal property, real property or tangible rights, together with the proceeds, products, renewals, and replacements thereof, including prepaid or unearned premiums;

(O) All books and records (including without limitation all books of account and ledgers of every kind and nature, customer lists, credit files, computer programs, computer software, computer tapes, other computer materials and records and electronically recorded data) pertaining to the Debtor or any of the Collateral and all equipment, receptacles, containers and cabinets for such books and records, and all files and correspondence relating thereto;

(P) All accessions, appurtenances, components, repairs, repair parts, spare parts, renewals, improvements, replacements, substitutions, additions, rents, issue, royalties and profits of or to or with respect to any of the foregoing and other property and general intangibles at any time evidencing or relating to the Accounts;

(Q) All rights, remedies, powers and privileges of the Debtor with respect to any of the foregoing; and

(R) All proceeds of any of the foregoing, whether derived from voluntary or involuntary disposition (and including proceeds consisting of cash, inventory, accounts, general intangibles, instruments, securities, credit documents, letters of credit, chattel paper, documents of title, warehouse receipts, leases, deposit accounts, money, contract rights, goods, equipment or other personal property), all products of the foregoing, whether now owned and existing or hereafter acquired or arising and all renewals, replacements, substitutions, additions, accessions, rents, issues, royalties and profits of, to or from any such property.

As of the date hereof Secured Party, in its capacity as lender, is the sole lender under the Senior Secured Credit

Agreement of even date between the Debtor and the Secured Party, for itself and as agent for other lenders who may become parties thereto (the "Credit Agreement") and in its capacity as Secured Party is acting for itself and as agent for such other lenders under the Credit Agreement.

The following terms shall have the following meanings when used herein:

"Accounts" shall mean any and all rights of the Debtor to payment for goods sold or leased or for services rendered, including any such rights evidenced by chattel paper or Notes Receivable whether secured or unsecured, whether due or to become due and whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including, without limitation, accounts receivable from subsidiaries or affiliates of the Debtor.

"Collateral" shall mean all of the Debtor's right, title and interest in and to the above listed property and interests in property of the Debtor, whether now owned and existing or hereafter acquired or arising, and wherever located.

"Debtor" shall mean Color Tile, Inc., a Delaware corporation.

"Equipment" shall mean any and all goods of the Debtor, other than Inventory and leased tangible personal property and any leasehold interests therein, used or bought for use by the Debtor in connection with or in the conduct of its business or operations, wheresoever located, including, but not limited to, computers, motor vehicles, rolling stock, tractors, trailers, forklifts, cranes, hoists, controls, parts, tools, furniture, furnishings, trade and other fixtures and office machines, and other tangible personal property, and those supplies, drawings, blueprints, reports, catalogs and computer programs related to the above described Equipment, together with all attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing, whether now owned or hereafter acquired.

"Inventory" shall mean any and all goods, merchandise and other personal property of the Debtor, wheresoever located that may at any time be held for sale or lease or to be furnished under any contract of service, be so leased or furnished, or constitute raw materials, work in process, parts, supplies or materials that are or might be used or consumed in business, together with all attachments, accessories, replacements, substitutions, additions and improvements to any of the foregoing whether now owned or hereafter acquired, and all such property the sale or other disposition of which has given rise to Accounts.

"Merger Agreement" shall mean the Agreement of Merger dated as of October 16, 1989 among Color Tile Holdings, Inc., a Delaware corporation, CT Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Color Tile Holdings, Inc., Color Tile, Inc., a Delaware corporation, Knoll International Holdings, Inc., a Delaware corporation, and NEAC, Inc., a Delaware corporation, and all documents and instruments executed in connection therewith, as amended, modified or supplemented from time to time.

"Notes Receivable" shall mean any and all of the instruments, promissory notes and notes which evidence the Debtor's right to the payment of money by any other person (including, but not limited to, subsidiaries and affiliates of the Debtor), whether now owned or hereafter acquired.

"Secured Party" shall mean NatWest USA Credit Corp. (in its capacity as Agent) under the Security Agreement.

"Trademarks" shall mean the Debtor's right, title and interest in and to any and all trademarks, servicemarks and trade names, all registrations and applications to register such trademarks, servicemarks and trade names and all renewals thereof, and the goodwill of the business associated with or relating to such trademarks, servicemarks and trade names, including without limitation any and all licenses granted to the Debtor to use any trademark, servicemark or trade name owned by any other person, in each case whether now existing or hereafter arising or acquired.

FINANCING STATEMENT

BOOK 550 PAGE 135

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): P P & D General Partnership
Address: 1174 BaconRidge Road
Crownsville, MD 21032

279595

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
2001 Davidsonville Road, Second Floor
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:

See Attached Exhibit "A"

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): P P & D General Partnership

Secured Party:

Mark T. Phipps
Mark T. Phipps, General Partner

FIRST AMERICAN BANK OF MARYLAND

Doris J. Phipps
Doris J. Phipps, General Partner

By: *Jeffrey S. Armiger*
Jeffrey S. Armiger, AVP
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Robert T. Dean
Robert T. Dean, General Partner

EXHIBIT "A"

FINANCING STATEMENT

BY

P P & D GENERAL PARTNERSHIP, Debtor

AND

FIRST AMERICAN BANK OF MARYLAND, Secured Party

This Financing Statement covers the following types (or items) of property (the "Collateral"):

- a) All inventory of Debtor, whether now owned or hereafter acquired;
- b) All equipment of Debtor, whether now owned or hereafter acquired;
- c) All accounts of Debtor, whether now existing or hereafter arising;
- d) All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- e) Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

ANNE ARUNDEL COUNTY
FINANCING STATEMENT

279596

// To Be Recorded in the Land Records.

/X/ To Be Recorded among the Financing Statement Records.

// Not Subject to Recordation Tax.

530 137

/X/ Subject to Recordation Tax on an initial debt in the principal amount of \$ 80,000. The Debtor(s) certify(ies) that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Anne Arundel County Court.

Debtor(s) Name(s) and Address(es):

Secured Party:

Uniglobe R.S.V.P. Travel, Inc.
1190 Winterson Rd., Suite 170
Linthicum, Maryland 21090

The Columbia Bank
10480 Little Patuxent Parkway
Columbia, Maryland 21044

This Financing Statement covers the property checked below:

/X/ Inventory. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted.

/X/ Accounts. All of the accounts of each Debtor both now owned and hereafter acquired.

/X/ General Intangibles. All of the general intangibles of each Debtor both now owned and hereafter acquired.

/X/ Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created.

/X/ All Equipment and Fixtures. All of the equipment of each Debtor both now owned and hereafter acquired.

// Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

// Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference.

Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

// Fixtures. If this box is checked, all or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) _____.

Debtor(s)
(Individual(s))

DEBTOR:
(Corporation or Partnership)

(SEAL)
Name of Borrower

Uniglobe R.S.V.P. Travel, Inc

(SEAL)

By: Robert L. Pence (SEAL)
Name: Robert L. Pence
Title: President

Please return to:

13
14
15

Form 202 (10/88)

Eugenie C. Schwind, Legal Assistant
Frank, Bernstein, Conaway & Goldman
American City Building
10227 Wincopin Circle, Suite 700
Columbia, Maryland 21044

CERTIFICATION AND AFFIDAVIT OF
ALLOCATION OF MARYLAND RECORDATION TAX

Uniglobe R.S.V.P. Travel, Inc., a Maryland
corporation ("Debtor") hereby certifies under the penalties of
perjury as of the date hereof that, according to the books and
records of Debtor, and certain appraisals performed on behalf
of Debtor, the approximate value of the collateral and amount of
recordation tax due, with respect to the Financing Statements
attached hereto and incorporated by reference herein, as of the
date hereof is as follows:

1. Value of exempt collateral \$ 133,584
(inventory, contract rights, general
intangibles, accounts, farm products,
or equipment used in farming operations)
2. Value of non-exempt collateral \$ 47,281
3. Total Value of collateral \$ 180,865
4. Computation of Amount of Debt Not Exempt from Recordation Tax:

<u>Value of Non-Exempt Collateral</u>	x	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Non-Exempt Debt</u>
\$ <u>47,281</u>	x	\$ <u>80,000</u>		\$ <u>20,913</u>
\$ <u>180,865</u>		\$ <u>1.00</u>		
5. Tax Rate = \$ 7.00 per \$1,000.00.
6. Recordation Tax Due on Non-Exempt Debt \$ 147.00

IN WITNESS WHEREOF, the undersigned on behalf of Uniglobe R.S.V.P. Travel, Inc., hereby certifies that to the best of the undersigned's knowledge, information and belief the statements and information contained in this CERTIFICATION AND AFFIDAVIT OF ALLOCATION OF MARYLAND RECORDATION TAX are true and correct in all material respects as of this 28th day of November, 1989.

Uniglobe R.S.V.P. Travel, Inc
Debtor

By: Robert L. Pence (SEAL)
Name: Robert L. Pence
Title: President

STATE OF MARYLAND, CITY/COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28th day of DECEMBER, 1989, before me, the subscriber, a Notary Public in and for the City/County and State aforesaid, personally appeared ROBERT L. PEACE, known to me (or satisfactorily proven) to be the PRESIDENT of UNIGLOBE R.S.V.P. TRAVEL, INC., and whose name is subscribed to the within instrument, and he acknowledged that he executed the same on behalf of said corporation for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature] (SEAL)

My Commission Expires:

My Commission Expires July 1, 1990

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SOSSLAU, ALLAN 214-40-3736
Address 109 VIRGINIA AVENUE, EDGEWATER, MD 21036

RECORD FEE 11.00
H548810 0777 R03 T10:15
01/04/90

2. SECURED PARTY

Name Maryland National Bank
Retail Finance Division
Address 7178 Columbia Gateway Drive
Columbia, Maryland 21045

H. ERLE SCHAEER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1990 OCEAN 35' HULL #: XYU6035SJ990
BOAT STORAGE: (S) BEHIND HOUSE IN MARYLAND
(W) SAME AS SUMMER

Name and address of Assignee

This vessel is inventory and is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
Sign Here (Signature of Debtor)
ALLAN SOSSLAU

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Maryland National Bank

Type or Print Above Signature on Above Line

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

550 141

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	<u>279598</u>
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Maryland Capital Graphics, Inc.
(Name or Names)
2242 Bay Ridge Avenue, Annapolis, MD 21403
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Assn.
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - 3M Plate Processor, S/N 277824

RECORD FEE 11.00
 POSTAGE .50
 #548960 C777 R03 T10:23
 01/04/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT



5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Maryland Capital Graphics, Inc.
 By: Theodore Bucolo, President
 Theodore Bucolo, President
 (Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
 By: Robert E. Polack, President
 Robert E. Polack, President
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

Handwritten initials "TSU" with a checkmark.

279599

550 142

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): James Hawkings T/A Hawkings Trucking 3545 Fox Hall Drive Davidsonville MD 21035	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es):	
<p>(5) This Financing Statement Covers the Following types [or items] of property.</p> <p>One (1) New Caterpillar Track Loader 943 S/N: 19Z01409 One (1) New Industrial Cab Conversion Panel 69091</p> <p style="text-align: center;">NOT SUBJECT TO RECORDATION TAX SOLD FROM INVENTORY</p> <p><input type="checkbox"/> Products of the Collateral Are Also Covered. MD</p>		
(6) Signatures: Debtor(s) James Hawking T/A Hawkings Trucking <i>James Hawkings</i> James Hawkings Owner (By) <i>James Hawkings</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Alban Tractor Co Inc (By) <i>Alban Tractor Co Inc</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: <input type="checkbox"/> Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State <input type="checkbox"/> For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	1230	UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Hardwoods Inc.
Address 1823 George Ave. Annapolis MD 21401

2. SECURED PARTY

Name Advanta Leasing Corp
Address P.O. Box 1228 Voorhees, NJ 08043

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50
7547000 C777 R03 T10:27

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 24" planer and phase converter

Name and address of Assignee 01/04/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Equipment lease does not create a security interest, not subject to recordation tax

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Lizbeth Renner, attorney in fact
(Signature of Debtor)

Annapolis Hardwoods, Inc
Attorney in fact, Lizabeth Renner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lizbeth Renner
(Signature of Secured Party)

Advanta Leasing Corp-Lizabeth Renner
Type or Print Above Signature on Above Line

1/50

550 144

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Scott, Frank J. 566 Pinedale Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) 100 Gold Street Limited Partnership c/o VMS Realty INC 8700 West Bryn Mawr Chicago, IL 60631	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #549030 0777 R03 T10:29 01/04/90
4. This statement refers to original Financing Statement bearing File No. <u>Liber#487 Page#105</u> <u>ID# 257463</u> Filed with <u>Anne Arundel Co MD</u> Date Filed <u>7-23-85</u> 19 <u> </u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described herein has been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. This financing statement covers the secured interest in 100 Gold Street Limited Partnership. Please amend debtor information as follows: 566 Pinedale Drive Annapolis, MD 21401		

Leslie Gesme, authorized signatory for VMS Realty Investment Ltd., attorney in fact for: Frank J. Scott

By: Leslie Gesme
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

EXPIRES 10/04/90
No. of additional Sheets presented: (610104)10963/CC
RE: 100 Gold Street Limited Partnership
BY: VMS Realty Investment Ltd.

By: Leslie Gesme
Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-3

NOT TO BE RECORDED AMONG THE LAND RECORDS
and
NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Michael Holtzman, individually,
7155 Furnace Branch Road
Glen Burnie, Maryland 21061

RECORD FEE 12.00

and

Overseas/Domestic Container Systems, Inc.
7155 Furnace Branch Road
Glen Burnie, Maryland 21061



.50

2. Secured Party: Halifax National Bank
Third & Market Streets
Halifax, Pennsylvania 17032

POSTAGE

#549110 0777 R03 T10:34

3. This Financing Statement covers the property identified in Exhibit A. 01/04/90
H. ERLE SCHAFER

4. Some of the goods identified in the attached Exhibit are to become fixtures on that real property known as 5115 Andard Avenue, Baltimore, Maryland. The name of the record owner of said property is Dr. Bernard Kapiloff. AA CO. CIRCUIT COURT

5. Proceeds of Collateral are covered.

[Signature]
Michael Holtzman, individually, Debtor

[Signature]
Overseas/Domestic Container Systems, Inc.
By: Michael Holtzman, President, Debtor

[Signature]
Halifax National Bank
By: Ivan Kinsinger, Assistant Cashier

LAW OFFICES
OF
ROBERT J. FUOCO
NORTH ARUNDEL PLAZA, SUITE 203
7477 BALTIMORE ANNAPOLIS BOULEVARD
GLEN BURNIE, MARYLAND 21061
(301) 768-6233

To the Filing Officer: After this Statement has been recorded, please mail the same to Robert J. Fuoco, 7477 Baltimore-Annapolis Blvd., Suite 203, Glen Burnie, Maryland 21061.

1250

EXHIBIT A

The property covered by this Financing Statement includes all equipment, furniture, fixtures and other property owned by Overseas/Domestic Container Systems, Inc., located at 7155 Furnace Branch Road, Glen Burnie, Maryland 21061.

The Financing Statement also covers all personal property, equipment and furniture of Michael Holtzman, individually, located at 1127 Mount Drive, Pasadena, Maryland 21122.

STATE OF MARYLAND
 FORM 550 PAGE 247
FINANCING STATEMENT FORM UCC-1

Identifying File No. **273602**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 74,100.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & C LAND CLEARING COMPANY, INC. CO-MAKER BUYER
PHELPS BROTHERS LAND CLEARING, INC. CO-MAKER BUYER
 Address 8316 Lokus Rd., Odenton, MD 21113

2. SECURED PARTY

Name SEQUA FINANCIAL CORPORATION
 Address 420 Lexington Avenue, New York, NY 10170

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 28.00
 RECORD TAX 521.50
 POSTAGE .50

3. Maturity date of obligation (if any) _____



#549260 C777 R03 T10:41
 01/04/90

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER

Name and address of Assignee

AA CO. CIRCUIT COURT

ALL MACHINERY EQUIPMENT INVENTORY ACCOUNTS RECEIVABLE GOODS, FIXTURES AND ASSETS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT &/OR ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS U.C.C. FORM TOGETHER WITH ATTACHED AGREEMENTS &/OR SCHEDULES ARE BEING SUBMITTED FOR FILING HEREWITH AS A FINANCING STATEMENT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Harry Sch #1/A
 (Signature of Debtor)

B&C LAND CLEARING COMPANY, INC. CO-MAKER BUYER
 PHELPS BROTHERS LAND CLEARING, INC. CO-MAKER BUYER
 Type or Print Above Name on Above Line

 (Signature of Debtor)
 Type or Print Above Signature on Above Line

John Ball #1/A
 (Signature of Secured Party)

SEQUA FINANCIAL CORPORATION
 Type or Print Above Signature on Above Line

521.50

**SECURITY AGREEMENT
CONDITIONAL SALES CONTRACT**

Dated: DECEMBER 18, 19 89

NAME AND PRINCIPAL ADDRESS OF

"BUYER"

**B & C LAND CLEARING COMPANY, INC. CO-MAKER BUYER
PHELPS BROTHERS LAND CLEARING, INC. CO-MAKER BUYER
8316 Lokus Rd.
Odenton, MD 21113**

Attention: R. Wayne Beatty

NAME AND PRINCIPAL ADDRESS OF

"SELLER"

**MORBARK NORTH CAROLINA, INC.
U.S. 1 NORTH
RALEIGH, NC 27661**

Attention: (919)556-1010

The Buyer hereby buys, under the terms and conditions on the face and back hereof, and acknowledges delivery of the following described property, complete with all standard attachments and equipment and all additional accessories attached thereto, the delivery and acceptance of which in the condition as represented after examination by the Buyer is hereby acknowledged by said Buyer:

(1) One New Morbark Wolverine Tractor

S/N: 4012

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Together with all attachments, replacements, substitutions and additions thereto, and proceeds of any dispositions of the foregoing notwithstanding Buyer's lack of authority to make said disposition.

THIS CONTRACT SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK. BUYER AGREES THAT THE LAWS OF NEW YORK SHALL GOVERN THE VALIDITY, ENFORCEABILITY AND LEGALITY OF THIS TRANSACTION.

STATEMENT OF TRANSACTION

1. Cash Sale Price	\$ 74,100.00
2. Down Payment: Describe Trade-In	
Trade-In Net Equity	\$ -0-
Cash	\$ -0-
3. Unpaid Balance (Subtract 2 from 1)	\$ 74,100.00
4. Other (Specify)	\$ -0-
5. Principal Balance (Add 3 and 4)	\$ 74,100.00
6. Documentation/Search Fees	\$ 150.00
7. Time Price Differential (Finance Charge) (Credit Service Charge)	\$ 17,766.00
8. Time Balance (Add 5, 6 and 7)	\$ 92,016.00
Time Sale Price (Add 8 and 2)	\$ 92,016.00

Time balance payable in 36 equal installments of \$ 2,556.00 each, and ~~36~~ ~~installments of \$2,556.00 each~~ the first installment being due and payable 1989 and a like payment on the same date of each and every month thereafter until fully paid.

SHOW DETAIL BELOW IF TIME BALANCE PAYABLE IN UNEQUAL INSTALLMENTS OR AT IRREGULAR INTERVALS.

N/A

BUYER HEREBY ELECTS TO PURCHASE AT TIME PRICE AND UNDERSTANDS AND AGREES THAT THE TIME PRICE DIFFERENTIAL (FINANCE CHARGE) AS SPECIFIED HEREIN IS NOT INTEREST UPON A LOAN OF MONEY, OR UPON THE FORBEARANCE OF ANY DEBT. BUYER FURTHER AGREES THAT CREDIT EXTENDED PURSUANT TO THIS CONTRACT IS NOT A LOAN OF MONEY, AND THAT ANY CONSIDERATION FOR THE SALE, TRANSFER OR ASSIGNMENT OF THIS CONTRACT IS NOT TO BE CONSTRUED AS INVOLVING A LOAN OF MONEY TO THE BUYER. BUYER FURTHER AGREES THAT THIS TIME SALE IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH (ON THE REVERSE SIDE HEREOF) WHICH ARE, BY THIS REFERENCE, INCLUDED HEREIN. BUYER ACKNOWLEDGES THAT BEFORE THE EXECUTION OF THIS CONTRACT, SELLER QUOTED TO BUYER BOTH A CASH PRICE AND A TIME PRICE FOR THE PROPERTY, AND OFFERED TO SELL THE PROPERTY TO BUYER FOR EITHER OF SUCH PRICES. BUYER FURTHER ACKNOWLEDGES NOTICE OF SELLER'S INTENDED ASSIGNMENT OF THIS CONTRACT, AND UPON SUCH ASSIGNMENT, BUYER AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE HEREOF ANY DEFENSE, SETOFF, RECOUPMENT, CLAIM OR COUNTERCLAIM WHICH BUYER MAY HAVE AGAINST SELLER, WHETHER ARISING HEREUNDER OR OTHERWISE.

NOTICE TO THE BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE 2. YOU ARE ENTITLED TO AN EXACT COMPLETELY FILLED IN COPY OF THIS CONTRACT WHEN YOU SIGN IT 3. YOU HAVE THE FOLLOWING RIGHTS, AMONG OTHERS (TO THE EXTENT THE APPLICABLE LAW REQUIRES): (A) TO REDEEM THE PROPERTY, IF REPOSSESSED FOR A DEFAULT, WITHIN THE TIME PROVIDED BY LAW (B) TO REQUIRE, UNDER CERTAIN CONDITIONS, A RESALE OF THE PROPERTY IF REPOSSESSED, AND (C) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REBATE OF THE TIME PRICE DIFFERENTIAL 4. IF THE PROPERTY IS REPOSSESSED, BUYER HEREBY WAIVES A NOTICE AND OPPORTUNITY FOR HEARING 5. BUYER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS CONDITIONAL SALES CONTRACT

Co-Maker Buyer

B & C LAND CLEARING COMPANY, INC. CO-MAKER BUYER ACCEPTED MORBARK NORTH CAROLINA, INC. SEAL
(PRINT NAME OF BUYER HERE) (PRINT NAME OF SELLER)

By X Wayne Beatty PRES.

Co-Maker Buyer

ASSIGNMENT: The foregoing contract is hereby assigned under the terms of the assignment on (reverse side) or ~~(back of this contract)~~

PHELPS BROTHERS LAND CLEARING, INC. CO-MAKER BUYER
(PRINT NAME OF CO-MAKER BUYER HERE)

By X Wayne Beatty PRES.

(WITNESS AS TO BUYER'S AND CO-MAKER'S SIGNATURE)

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

(over)

1. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, HAVE BEEN MADE BY SELLER. All written warranties of the manufacturer, if any, are hereby transferred to the Buyer. Seller is not liable for consequential damages. The parties hereto hereby acknowledge that the transaction as outlined on the face hereof is a true and correct statement of this transaction.

2. It is understood and agreed that the Seller shall retain and the Buyer does hereby grant unto the Seller a security interest in the within described property together with all parts, attachments, accessories, additions, modifications, substitutions, repairs, improvements and replacements thereof (the "property"), and any and all other inventory, accounts, receivables, goods, equipment, machinery, fixtures and assets of any and every kind, including, but not limited to, all items of intangible property, wherever located, now or hereafter belonging to Buyer or in which Buyer has any interest, and all proceeds of the foregoing, until the purchase price and all other sums due hereunder have been fully paid. Seller is hereby appointed by Buyer as Buyer's attorney-in-fact for the purpose of causing this Agreement and any other instrument in respect of this Agreement showing the interest of Seller in the property, including, without limitation, Uniform Commercial Code financing statements, vehicle titles and title applications, to be filed or recorded, and Buyer hereby grants Seller the right to sign Buyer's name thereto. Buyer shall execute and deliver any instrument requested by Seller for such purpose and, immediately upon demand by Seller, shall pay or reimburse Seller for any expense relating thereto. Each and all of the conditions and stipulations of this agreement, including the time for making said payments, shall be and are of the essence of this contract, and no agreement for any transfer, renewal, extension or assignment of this contract or any interest thereunder, or loss, injury or destruction of said property shall release Buyer from his obligation hereunder. Acceptance of any payment or partial payment after maturity or waiver of any other breach or default shall not constitute a waiver of any other or subsequent breach or default or prevent Seller or the assignee to which Seller shall assign this contract, all of its right, title and interest in and to the property and all of its rights and remedies hereunder (the "Assignee") from immediately pursuing any or all of its remedies. All notices required to be given to Buyer shall be deemed to be properly given if mailed to Buyer's address as shown on the face hereof or such other address of which Buyer gives notice to Seller.

3. Buyer agrees that Seller, or Assignee, may collect delinquency and collection charges on each installment of this contract which is in arrears, said charges to be (a) 1/15th of 1% per day on each installment which is in arrears, but not to exceed the maximum permitted by applicable law, from the date when such installment was due until paid; (b) a one-time late charge, said charge to be the lesser of five percent (5%) of the late installment and the maximum permissible under applicable law and (c) all court costs and attorneys' fees. In addition, Buyer shall pay to Seller, or Assignee, the sum of \$ 25.00 for each telephone call made by Seller or its representatives to Buyer regarding any such installment which is in arrears.

4. Buyer agrees to keep, use and maintain said property in a careful and prudent manner, and not to use said property illegally or improperly and to keep said property free of all taxes, liens and encumbrances whatsoever. Buyer agrees that any sum of money paid by the Seller in payment or discharge of taxes, liens and encumbrances on said property shall be promptly repaid by Buyer and shall be secured by and under this contract. Buyer agrees that said property will be kept at the address stated (on the front side hereof), and Buyer agrees that he will not remove said property from said location and that he will not transfer any interest in this contract or said property without the prior written permission of Seller. Buyer further agrees that the subject property will be kept in good working order, repair and running condition, and shall replace any worn, broken or defective part. Buyer shall permit Seller, or its Assignee, access to the property at all reasonable times for the purposes of inspection. Buyer shall not abandon the property except upon loss, theft or destruction and shall promptly notify Seller or Assignee of any such occurrence.

5. The following events shall constitute defaults on the part of the Buyer: failure to make any payment hereunder when due; insolvency or bankruptcy of Buyer or the assignment for benefit of creditors or appointment of a trustee or receiver for Buyer or petition for bankruptcy of Buyer, a change by Buyer in its management or operations, a change in control of the Buyer, the Seller or Assignee, as the case may be, shall at any time deem the property in danger of misuse, concealment, or misappropriation, or default or failure to perform by Buyer hereunder or under any other agreement or transaction between Buyer and Seller, or Buyer and Assignee if this contract has been assigned. In the event of any such default, or in the event that Seller in good faith deems itself insecure, (a) Seller may, with or without notice, declare the unpaid portion of the contract price immediately due and payable; (b) Seller may take immediate possession of the property without prior notice to Buyer and with or without legal process and Buyer agrees to assemble the property at a place designated by Seller which is reasonably convenient to both parties; (c) Seller shall have all the rights and remedies of a secured party under the version of the Uniform Commercial Code adopted by the state whose law governs this transaction; and (d) Seller may retain all payments made as a compensation for use of the said property while in Buyer's possession. In the event of repossession by Seller, Buyer hereby WAIVES NOTICE AND OPPORTUNITY FOR HEARING and Seller may either, at its option, retain said property free and clear of any claim of Buyer, or Seller may sell said property, with or without notice, at public or private sale, and the proceeds less all expenses of such sale shall be credited on the amount due hereunder; Buyer shall pay any remaining balance forthwith and Buyer shall receive any surplus. It is agreed that any amount to be retained by Seller and the balance to be paid by Buyer under this paragraph shall not be deemed to be a penalty but shall be deemed to be liquidated damages for loss of a bargain for the breach hereof. In the case of multiple transactions between Buyer and Seller, or Buyer and Assignee if this contract has been assigned, a surplus attributable to any transaction may be applied to offset a deficiency attributable to any other transaction in such manner as determined by Seller or Seller's Assignee.

6. Buyer agrees to keep said property insured against loss or damage by fire, wind, theft and accident with an insurance company or companies satisfactory to the Seller, in an amount not less than the unpaid portion of the purchase price, such insurance to be payable to the Seller or Assignee, as its interest may appear, and otherwise to be acceptable to Seller. Buyer hereby assigns to Seller or its Assignee all monies not in excess of the unpaid balance hereunder and directs any insurance company to make payment directly to Seller or its Assignee to be applied to said unpaid balance and grants Seller or its Assignee an irrevocable Power of Attorney to endorse any draft and to sign any proof of loss. If the Buyer fails at any time to provide and maintain such insurance, Seller may have the property insured and Buyer agrees to pay the premium for such insurance upon demand, and the payment of said premium shall be secured by and under this contract.

7. Buyer agrees to the sale and assignment of this contract and agrees that no waiver or modification shall be valid or binding upon any assignee hereof unless evidenced by its written consent, and that any assignee shall be entitled to all of the Seller's rights herein. Seller shall not, by acceptance of overdue payments or by any act or omission, be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. Buyer acknowledges that Seller is not a representative or agent of Assignee and that neither is a representative or agent of the manufacturer or supplier of the property. Buyer agrees not to assert against the Assignee any defense, offset or counterclaim which he may have against the Seller and will settle all claims with the Seller. If it should appear that any of the provisions of this contract are in conflict with any statute or rule of law of any state wherein it may be sought to be enforced, then such provision shall be deemed inoperative and null and void to the extent of such conflict, but without invalidating the remaining provisions hereof.

8. Buyer agrees that the property described herein will remain personal property even though such property is attached or affixed to realty, and Buyer shall, upon Seller's or Assignee's request, provide Seller or Assignee, as the case may be, with the appropriate mortgagee's or landlord's waivers.

9. This contract integrates and supersedes all prior agreements, whether written or otherwise between Seller and Buyer with reference to this transaction, and represents the final agreement between the parties.

10. As part of the consideration for each of the parties hereto to enter into this Agreement, Buyer hereby designates and appoints Seller, or Assignee, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead to accept service of any process within the State of New York, Seller, or Assignee, agreeing to notify Buyer at its address shown herein or its last known address, by certified mail, within three days of such service having been effected and Buyer does hereby agree to the venue and jurisdiction of any court in the State of New York and County of New York regarding any matter arising hereunder.

11. To the extent permitted by applicable law, Buyer hereby empowers any prothonotary, clerk of court or attorney of any court of record to appear for Buyer in any and all actions which may be brought hereunder, and to file for Buyer an agreement for entering in any court of competent jurisdiction an amicable action or actions, for the recovery of sums due hereunder, and in such suit or amicable action or actions to confess judgment against Buyer for all or any part of the sums due hereunder, together with all attorneys' fees and other legal expenses incurred in connection therewith, and for such purposes the original or any photocopy of this Agreement shall be a good and sufficient warrant of attorney. Such authorization shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as the occasion therefor shall arise. Buyer hereby waives all errors and rights of appeal as well as all right to stay of execution and exemption of property in any action to enforce its liability hereon. Buyer and Seller waive any and all right to a trial by jury in any action or proceeding based hereon.

12. Each year during the term of this Agreement, Buyer shall deliver to Seller, or Assignee, within ninety (90) days after the end of each of Buyer's fiscal years, a reasonably detailed profit and loss statement covering Buyer's operations for such fiscal year in a form and manner satisfactory to Seller or Assignee.

13. If it should appear that any provision of this Agreement is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent it may conflict therewith, but without invalidating the remaining provisions hereof.

14. Buyer grants Seller or Assignee the authority to file this Contract/Security Agreement as a financing statement under the Uniform Commercial Code with respect to all Security Interest created hereby.

UNCONDITIONAL GUARANTY

In consideration of the execution of this contract, the undersigned jointly and severally hereby unconditionally guarantee the due observance and prompt performance by the Buyer of all the terms and conditions of this contract, including but not limited to the due and prompt payment by said Buyer of all obligations and amounts which may be or become due and payable from time to time pursuant to this contract and any extensions or modifications thereof. The undersigned hereby waives notice of default and agrees that the holder, without affecting the liability of the undersigned, may compromise or release by operation of law or otherwise any rights against Buyer and may grant extensions or modifications of time of payment to Buyer.

CLERK'S NOTATION
Date _____ 19 _____ Guarantor _____ Document submitted for record in a condition not permitting satisfactory photographic reproduction. _____ PERSONAL
Guarantor _____ _____ PERSONAL

SELLER'S ASSIGNMENT

For valuable consideration, the receipt whereof is hereby acknowledged, the Seller hereby sells, assigns, transfers and sets over to SEQUA FINANCIAL CORPORATION or its assigns, the above contract, and all its right, title and interest in and to the property therein described, and all rights and remedies under said contract, WITHOUT RECOURSE as to Buyer's obligation of payment, hereby granting full power to the Assignee, either in Assignee's name, or in Seller's name, to take all such legal or other proceedings as Seller might have taken save for this assignment. To induce the Assignee to purchase the above contract, the Seller warrants that the instrument is genuine and in all respects what it purports to be; that the cash payment shown has been received and/or that the allowance given for the trade-in is the amount stated; that the property sold is as represented to the Buyer and is truly and accurately described and the amount owing thereon is correctly stated; that all statements of fact therein contained are true; that at the time of the execution of the agreement, the Seller had good title to the property described and the full right to transfer title thereto; and agrees to defend said title and agrees that said property shall be forthwith registered in the name of the Buyer. The Seller further warrants that there are no liens against the property and that same has been delivered into the possession of said Buyer; that all individual parties to the foregoing instrument are of legal age and have capacity to contract; that the Seller has no knowledge of any facts which impair the validity or value of said instrument; and that said instrument complies with applicable laws. In the event any of the warranties or agreements in this assignment are untrue or are not performed, or if the property described therein has been repossessed, Seller agrees to repurchase this contract and to repurchase said property and to pay for either the contract or the property, as the case may be, the total amount of all the installments unpaid at the time of repurchase. If Seller executes any guaranty or undertaking as indicated below, the words "without recourse as to Buyer's obligation of payment" are deemed deleted and Seller agrees that Assignee may extend or modify terms of payment by agreement with the Buyer without affecting Seller's obligations under such guaranty or undertaking.

MORBARK NORTH CAROLINA, INC.
Date _____ 19 _____ Seller H.A. [Signature] PRES TITLE

540-241

550-150

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT 33310	1A. DATE OF FILING OF ORIG. FINANCING STATEMENT 4-20-89	1B. DATE OF ORIG. FINANCING STATEMENT —	1C. PLACE OF FILING ORIG. FINANCING STATEMENT ANNE ARUNDEL MD
---	--	--	--

2. DEBTOR (LAST NAME FIRST) Merksamer Jewelers	2A. SOCIAL SECURITY NO., FEDERAL TAX NO.
---	--

2B. MAILING ADDRESS 2101 Hurley Way, Suite 200	2C. CITY, STATE Sacramento, CA	2D. ZIP CODE 95825
---	-----------------------------------	-----------------------

3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)	3A. SOCIAL SECURITY OR FEDERAL TAX NO.
---	--

3B. MAILING ADDRESS	3C. CITY, STATE	3D. ZIP CODE
---------------------	-----------------	--------------

4. SECURED PARTY NAME IBJ Schroder Leasing Corporation MAILING ADDRESS 1 State Street CITY New York STATE New York ZIP CODE 10004	4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. RECORD FEE 12.00
--	---

5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE	5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. #549270 C777 R03 T10:42 01/04/90
---	--

6. A CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here and insert description of real property on which growing or to be grown in Item 7 below.

B RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 7 below.

C ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 7 below.

D TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.

E AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)

F OTHER

7. The identity of the Debtor reflected in item 2 above is changed from Merksamer Jewelers, a California corporation, to KTW Acquisition Corp., a California corporation ("KTW"). KTW's mailing address is identical to that reflected in items, 2B, 2C and 2D above.

This filing is for notice purposes only in connection with an equipment leasing transaction between Debtor (Lessee) and Secured Party (Lessor) wherein Lessee's obligations have been assigned to KTW Acquisition Corp. with the consent of Secured Party (Lessor). This filing is not to be construed as indicating that such transaction involves other than a true lease

8.	Merksamer Jewelers (Assignor-Debtor)	(Date) December 4 19 89	KTW Acquisition Corp. (Assignee-Debtor)	9. This Space for Use of Filing Officer (Date, Time, Filing Office)
	By: <i>[Signature]</i>		By: <i>[Signature]</i>	
	SIGNATURE(S) OF DEBTOR(S)		(TITLE)	
	IBJ Schroder Leasing Corporation		V.P.	
	By: <i>[Signature]</i>			
	SIGNATURE(S) OF SECURED PARTY(IES)		(TITLE)	

10. Return Copy to

NAME	Vincent J. Coyle, Esq.
ADDRESS	Rogers & Wells
CITY AND STATE	200 Park Avenue New York, New York 10166

(1) FILING OFFICER COPY
STANDARD FORM — FILING FEE \$5.00

UNIFORM COMMERCIAL CODE—FORM UCC-2

Approved by the Secretary of State

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12:30

This FINANCING STATEMENT is presented for filing pursuant to the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) KTW Acquisition Corp.		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 2101 Hurley Way Suite 200		1C. CITY, STATE Sacramento, CA	1D. ZIP CODE 95825
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) Merksamer Jewelers		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME IBJ Schroder Leasing Corporation MAILING ADDRESS 1 State Street CITY New York STATE New York ZIP CODE 10004		4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

See Annex A

This filing is intended for notice purposes only in connection with an equipment leasing transaction and is not to be construed as indicating that such transaction is other than a true lease.

RECORD FEE 66.00

POSTAGE .50

#549280 0717 R03 T10:42

7. CHECK IF APPLICABLE 7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED

7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: (1) (2) (3) (4) 01/04/90

H. ERLE SCHAFFER

8. CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n) AA CO. CIRCUIT COURT

9. KTW Acquisition Corp By: <i>[Signature]</i> SIGNATURE(S) OF DEBTOR(S)	DATE: Dec. 6, 1989	C O D E 1 2 3 4 5 6 7 8 9 0	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
KTW Acquisition Corp. By: <i>[Signature]</i> TYPE OR PRINT NAME(S) OF DEBTOR(S)			
IBJ Schroder Leasing Corporation By: <i>[Signature]</i> SIGNATURE(S) OF SECURED PARTY(IES)			
IBJ Schroder Leasing Corporation By: TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)			
11. Return copy to:			
NAME Vincent J. Coyle, Esq.			
ADDRESS 200 Park Avenue			
CITY New York			
STATE New York			
ZIP CODE 10166			

(1) FILING OFFICER COPY

FORM UCC-1 — FILING FEE \$5.00
Approved by the Secretary of State

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COUNTY FAIR MALL
1264 E. Gibson Rd.
Sp A-105
Woodland, CA 95695

HILLSDALE MALL
135 Hillside Mall
Sp 1036
San Mateo, CA 94403

EASTRIDGE CENTER
127 Eastridge Center
San Jose, CA 95122

DEL MONTE SHOPPING
CENTER
562 Del Monte Center
Monterey, CA 93940

VALLCO FASHION PARK
10123 N. Wolfe Rd.
Sp 1041
Cupertino, CA 95014

BAYSHORE MALL
3300 Broadway Sp 304
Eureka, CA 95501

CAPITOLA MALL
1855 41st Ave. Sp J-3
Capitola, CA 95010

NAPA TOWN CENTER
1317 Napa Town Center Dr.
Napa, CA 94559

EAST HILLS MALL
3000 Mall View Rd. #1035
Bakersfield, CA 93309

CENTRAL COAST PLAZA
25 Central Coast Plaza
San Luis Obispo, CA 93401

SIERRA VISTA CENTER
1050 Shaw Avenue
Clovis, CA 93612

LAKWOOD CENTER MALL
57 Lakewood Center Mall
Lakewood, CA 90712

CHICO MALL
1950 East 20th Street
Chico, CA 95928

GLENDALE GALLERIA
2123 Glendale Galleria
Glendale, CA 91210

VINTAGE FAIRE MALL
404 Vintage Faire Mall
Modesto, CA 95356

PARKWAY PLAZA
371 Parkway Plaza
El Cajon, CA 92020

SOLANO MALL
1464 B Solano Mall
Fairfield, CA 94533

VALLEY PLAZA
48 Valley Plaza
Bakersfield, CA 93304

SANTA MARIA TOWN CENTER
141 Town Center East
Santa Maria, CA 93454

FOX HILLS MALL
115 Fox Hills Mall
Culver City, CA 90230

PUENTE HILLS MALL
125 Puente Hills Mall
City of Industry, CA 91748

CHULA VISTA CENTER
555 Broadway #1030
Chula Vista, CA 92010

LOS CERRITOS CENTER
597 Los Cerritos Center
Cerritos, CA 90701

NORTHRIDGE FASHION CENTER
9301 Tampa Avenue Sp 61
Northridge, CA 91324

TOPANGA PLAZA
6600 Topanga Blvd.
Canoga Park, CA 91324

WESTMINSTER MALL
111 Westminster Mall
Westminster, CA 92683

MAIN PLACE
2800 N. Main St. Sp 808
Santa Ana, CA 92701

MISSION VALLEY CENTER
1640 Camino Del Rio Rd
Sp 164
San Diego, CA 92108

NORTH COUNTY FAIR
200 E. Via Rancho Pkwy
Sp 257
Escondido, CA 92025

UNIVERSITY TOWN CENTER
4415 La Jolla Village Dr
Sp P13
San Diego, CA 92122

FAIRLANE TOWN CENTER
Fairlane Town Center
Sp B136
Dearborn, MI 48126

TWELVE OAKS MALL
27492 Novi Rd. Sp C250
Novi, MI 48050

NORTHRIDGE FASHION CENTER
9301 Tampa Ave. Sp 130
Northridge, CA 91324

WOODFIELD SHOPPING CENTER
Woodfield Shopping Center
Sp D345
Schaumburg, IL 60173

MARLEY STATION
7900 Governor Ritchie Hwy
Sp A211
Glen Burnie, MD 21061

LAKE FOREST MALL
701 Russell Ave. Sp E107
Gaithersburg, MD 20877

MONTGOMERY MALL
7101 Democracy Blvd.
Sp 2214
Bethesda, MD 20817

SPRINGFIELD MALL
6616 Springfield Mall Rd
Sp EE7
Springfield, VA 22150

BALLSTON COMMONS
4238 Wilson Blvd. Sp 2130
Arlington, VA 22203

TYSONS CORNER
7931 L. Tysons Corner
McLean, VA 22102

BELLEVUE SQUARE
213 Bellevue Square
Bellevue, WA 98004

BELLISFAIR
#1 Bellisfair Pkway, Sp 265
Bellingham, WA 98004

WOODLAND MALL
3195 28th St S.E. Sp M8
Grand Rapids, MI 49508

BRIARWOOD MALL
668 Briarwood Cir. Sp D138
Ann Arbor, MI 48108

LAKESIDE MALL
14600 Lakeside Cir. Sp E211
Sterling Heights, MI 48078

KENWOOD TOWN CENTER
7851 Montgomery Rd. Sp L111
Cincinnati, OH 45236

RICHLAND MALL
3400 Forest Acres #1028
Columbia, SC 29204

FAIR OAKS MALL
11750 Fair Oaks Sp K101
Fairfax, VA 22033

COLUMBIA CENTER WEST
487 Columbia Center West
Kennewick, WA 99336

TACOMA MALL
2000 Tacoma Mall Sp 523
Tacoma, WA 98409

KITSAP MALL
10315 Silverdale Way Sp B3
Silverdale, WA 98383

NORTHRIDGE MALL
7700 W. Brown Deer Rd.
Sp 6600
Milwaukee, WI 53223

SOUTHRIDGE MALL
5300 So. 76th St. Sp 1620
Greendale, WI 53129

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decls 1	Vendor
101	EQMT	09/01/87	562	TYPEWRITER	
101	EQMT	12/01/87	863	COMP SYS 72-1107315	
102	EQMT	12/01/87	864	COMP SYS 72-1102628	
103	EQMT	12/01/87	865	COMP SYS 72-1107326	
103	EQMT	01/01/89	1,835	PAC BELL-PHONE LINES	
104	EQMT	12/01/87	866	COMP SYS 72-1101952	
104	EQMT	11/01/88	1,836	AT&T PHONE SYSTEM	
105	EQMT	12/01/87	867	COMP SYS 72-1102576	
106	EQMT	12/01/87	868	COMP SYS 88-22491	
107	EQMT	06/01/87	439	VIDEO CAMERA	
107	EQMT	05/01/87	440	PHOTO SENSOR	
107	EQMT	12/01/87	869	COMP SYS 72-1101328	
108	EQMT	12/01/87	870	COMP SYS 72-1107376	
108	EQMT	05/01/88	1,163	PHONE WIRE SYSTEM	
108	EQMT	07/01/88	1,299	PHONE	
108	EQMT	09/01/88	1,391	PHONE SYSTEM	
109	EQMT	11/01/87	583	PHONE SYSTEM	
109	EQMT	12/01/87	871	COMP SYS 72-1107799	
110	EQMT	12/01/87	872	COMP SYS 72-1109046	
111	EQMT	01/22/87	460	710 FAX MACHINE	CANNON
111	EQMT	01/22/87	461	220 FAX MACH	
111	EQMT	01/14/87	462	AXION SOFTWARE	
111	EQMT	02/01/87	468	110 FAX MACHINE	CANNON
111	EQMT	04/01/87	485	P.C. COMPUTER UPGRADE	
111	EQMT	06/01/87	490	AARDVARK SOFTWARE	BNA SOFTWR
111	EQMT	08/01/87	992	CAR PHONE-S. BOOKATZ	
111	EQMT	07/01/87	993	FAX MACHIN-N. GUZZET	TAYLORMADE
111	EQMT	07/01/87	994	3 FAX MACHINE	TAYLORMADE
111	EQMT	09/01/87	995	710 FAX MACHINE-CRED	
111	EQMT	11/01/87	997	CAR PHONE-J. REED	PAC BELL

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Desc 1	Vendor
111	EQMT	03/01/88	999	2 RICON 10 FAX MACH.	TAYLORMADE
111	EQMT	11/01/87	1,000	FAX MACHINE-J. REED	
111	EQMT	11/01/87	1,014	SYSTEM 38 COMPUTER	
111	EQMT	11/01/87	1,018	SMS SOFTWARE	SOFT MGMT
111	EQMT	11/01/87	1,019	SOFTWARE	LAWSON
111	EQMT	11/01/87	1,020	POS SOFTWARE	STR
111	EQMT	11/01/87	1,021	HURLEY P.C.	
111	EQMT	04/01/88	1,115	CAR PHONE-S. BOOKATZ	AMER EXP
111	EQMT	04/01/88	1,116	PHONE-PROJECTS	AT&T
111	EQMT	04/01/88	1,117	COMPUTER-EMULATION	IBM
111	EQMT	04/01/88	1,118	2 COMPUTER SETUP	COMPUSHOP
111	EQMT	04/01/88	1,119	P.O.S. MODIFICATIONS	STR
111	EQMT	04/01/88	1,120	SOFTWARE MODIFICATION	LAWSON
111	EQMT	04/01/88	1,121	P.O.S. MODIFICATION	STR
111	EQMT	04/01/88	1,122	DISKETTE DRIVE	SCOTT LINE
111	EQMT	03/01/88	1,123	CAR PHONE-S. POLACHK	
111	EQMT	03/01/88	1,127	CROSSTALK	D. STREIF
111	EQMT	04/01/88	1,128	P.O.S. MODIFICATION	STR
111	EQMT	03/01/88	1,129	P.O.S. MODIFICATION	STR
111	EQMT	05/01/88	1,186	MENU DRIVER	XTALK
111	EQMT	05/01/88	1,225	P.O.S. MODIFICATION	STR, INC.
111	EQMT	06/01/88	1,226	CABLES	
111	EQMT	06/01/88	1,227	TWO PAGERS	U.S. PAGER
111	EQMT	06/01/88	1,245	COMPILER/UTILITIES	
111	EQMT	11/01/87	1,247	MERCH TICKET PRINTER	
111	EQMT	11/01/87	1,248	TWO KEYBOARD/MONIT.	
111	EQMT	11/01/87	1,249	FOUR KEYBOARD/MONIT.	
111	EQMT	11/01/87	1,250	SIX KEYBOARD/MONIT.	
111	EQMT	11/01/87	1,251	4WORD SOFTWARE	
111	EQMT	02/01/88	1,252	COMPUTER CABLES	
111	EQMT	10/01/87	1,256	TYPEWRITER & CALCUL.	
111	EQMT	11/01/87	1,259	KEYBOARD DRAWER	
111	EQMT	07/01/88	1,359	1 TYPEWRITERS	REMING
111	EQMT	07/01/88	1,360	P.O.S. MODIFICATIONS	STR
111	EQMT	07/01/88	1,361	CAR PHONE-DOM	PACIFIC
111	EQMT	11/01/88	1,601	TYPEWRITER	REMING OFF
111	EQMT	08/01/88	1,649	IBM PHONES	ROLA
111	EQMT	08/01/88	1,651	P/S 2 SOFTWARE	
111	EQMT	08/01/88	1,653	5 KEYBOARDS	BELL/ATL
111	EQMT	08/01/88	1,654	HARDWARE UPGRADE	IBM

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Desc 1	Vendor
111	EQMT	09/01/88	1,655	PRINTER	VENT FORTH
111	EQMT	09/01/88	1,657	5 FAXS & PAPER	MBL
111	EQMT	09/01/88	1,658	FAX MACHINE	SAN SIERRA
111	EQMT	10/01/88	1,659	PHONE EQUIPMENT	IBM/ROLA
111	EQMT	10/01/88	1,660	UPS RATE	PITNEYBOWE
111	EQMT	10/01/88	1,661	PHONE SYSTEM	PAC BELL
111	EQMT	10/01/88	1,662	POS HARDWARE	COMPUCOM
111	EQMT	10/01/88	1,663	SOFTWARE MAINTENANCE	LAWSON
111	EQMT	10/01/88	1,664	PAGewriter	VENTFORTH
111	EQMT	09/01/88	1,672	P.C. MACHINE	IBM
111	EQMT	11/01/88	1,788	POS SYSTEM	COMPUWORLD
111	EQMT	12/01/88	1,790	SYS 38 HARDWARE	EL CAMINO
111	EQMT	12/01/88	1,797	PHONE LINES	PAC BELL
111	EQMT	12/01/88	1,803	FAX MACHINE	SAN SIERRA
111	EQMT	12/01/88	1,804	PC BOARD	D. STREIF
111	EQMT	01/01/89	1,807	CABLES & CONNECTION	COMP CABLE
111	EQMT	01/01/89	1,808	CARPHONE-PRANGE	PAC TEL
111	EQMT	01/01/89	1,809	CHANGE ORDER-PHONE	PAC TEL
111	EQMT	01/01/89	1,813	P.C. MACHINE	COMPUCOM
111	EQMT	01/01/89	1,814	COMPUTER CABLE	HERSHEY
111	EQMT	11/01/88	1,815	PHONE EQUIPMENT	AT&T
111	EQMT	11/01/88	1,816	PHONE LINES	PAC BELL
111	EQMT	11/01/88	1,817	PC MACHINE	IBM
111	EQMT	11/01/88	1,818	PRINTMASTER	COMP CABLE
111	EQMT	11/01/88	1,819	COLORPRINTER	COMPUCOM
111	EQMT	11/01/88	1,820	COPY MACHINE	TAYLORMADE
111	EQMT	11/01/88	1,821	COMP SYS 7610689	COMPUCOM
111	EQMT	11/01/88	1,822	PRINTER	COMPUWORLD
111	EQMT	11/01/88	1,823	SOFTWARE	MICROBASE
111	EQMT	11/01/88	1,824	DICTAPHONE SYSTEM	DICTAPHONE
111	EQMT	11/01/88	1,825	EXECUTIVE PICA	DICTAPHONE
111	EQMT	11/01/88	1,826	TYPEWRITER	REMIING
111	EQMT	11/01/88	2,278	PHONE SYSTEM	ROLM/IBM
111	EQMT	10/01/88	2,301	PRINTCABLE	RICHYOUNG
112	EQMT	12/01/87	873	COMP SYS 72-1107746	
114	EQMT	12/01/87	585	FAX MACHINE	
114	EQMT	12/01/87	586	PHONE SYSTEM	
114	EQMT	12/01/87	587	ULTASONIC	

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decs 1	Vendor
114	EQMT	01/01/88	597	STEAMER/BUFFER	
114	EQMT	12/01/87	874	COMP SYS 72-1257999	
115	EQMT	12/01/87	602	FAX MACHINE	
115	EQMT	12/01/87	603	PHONE SYSTEM	
115	EQMT	12/01/87	604	ULTRASONIC	
115	EQMT	12/01/87	605	STEAMER/BUFFER	
115	EQMT	12/01/87	875	COMP SYS 72-1254556	
116	EQMT	10/01/87	622	FAX MACHINE	
116	EQMT	10/01/87	623	PHONE SYSTEM	
116	EQMT	11/01/87	624	BUFFER	
116	EQMT	01/01/88	625	STEAMER	
116	EQMT	10/01/87	629	TYPEWRITER-BROTHER	
116	EQMT	10/01/87	630	CALCULATOR-CASIO	
116	EQMT	12/01/87	876	COMP SYS 72-1102559	
116	EQMT	01/01/89	1,846	SAN SIERRA-FAX MACH	
117	EQMT	12/01/88	1,367	COMP SYS 23-1400194	IBM/BELL
117	EQMT	09/01/88	1,396	FAX MACHINE	SAN SIERRA
117	EQMT	09/01/88	1,397	GEMSCOPE II	GIA
117	EQMT	10/01/88	1,401	PHONE LINES	PAC BELL
117	EQMT	12/01/88	1,850	JEWELRY EQUIPMENT	FREI&BOREL
127	EQMT	12/01/88	1,246	COMP SYS 88-88762	IBM/BELL
127	EQMT	12/01/88	1,406	FAX MACHINE	SAN SIERRA
127	EQMT	12/01/88	1,863	GEMSCOPE II	GIA
127	EQMT	01/1/89	1,872	PHONE LINES	PAC BELL
128	EQMT	11/01/88	1,410	FAX MACHINE	SAN SIERRA
128	EQMT	11/01/88	1,411	JEWELRY EQUIPMENT	FREI&BOREL
128	EQMT	11/01/88	1,412	GEMSCOPE II	GIA
128	EQMT	12/01/88	1,421	COMP SYS 88-21063	IBM/BELL
128	EQMT	12/01/88	1,886	PHONE SYSTEM	PAC BELL
129	EQMT	11/01/88	1,419	FAX MACHINE	SAN SIERRA
129	EQMT	11/01/88	1,423	GEMSCOPE II	GIA
129	EQMT	12/01/88	1,520	COMP SYS 88-21665	IBM/BELL
129	EQMT	11/01/88	1,900	PHONE SYSTEM	AT&T
129	EQMT	01/01/89	1,905	JEWELRY EQUIPMENT	FREI&BOREL

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Desc 1	Vendor
130	EQMT	09/01/88	1,325	SPIRIT PHONE SYSTEM	AT&T
130	EQMT	09/01/88	1,437	FAX MACHINE	SAN SIERRA
130	EQMT	09/01/88	1,438	GEMSCOPE II	GIA
130	EQMT	09/01/88	1,439	STEAMER, DUSTER	FREI&BOREL
130	EQMT	09/01/88	1,440	RINGSIZER	FREI&BOREL
130	EQMT	12/01/88	1,525	COMP SYS 23-1407351	IBM/BELL
131	EQMT	03/01/87	498	MERLIN PHONE SYSTEM	
131	EQMT	12/01/87	877	COMP SYS 72-1261837	
132	EQMT	04/02/87	505	MERLIN PHONE SYSTEM	
132	EQMT	04/08/87	507	VACUUM CLEANER	
132	EQMT	12/01/87	878	COMP SYS 72-1028405	
132	EQMT	01/01/88	998	FAX MACHINE	
132	EQMT	05/01/88	1,173	BUFFER EQUIPMENT	
133	EQMT	03/01/87	513	MERLIN PHONE SYSTEM	
133	EQMT	04/23/87	517	VACUUM CLEANER	
133	EQMT	10/01/87	570	FAX MACHINE	
133	EQMT	12/01/87	879	COMP SYS 72-1101728	
135	EQMT	11/01/87	642	PHONE SYSTEM	
135	EQMT	11/01/87	643	COMPUTER COST	
135	EQMT	11/01/87	644	FAX MACHINE	
135	EQMT	11/01/87	648	TYPEWRITER	
135	EQMT	12/01/87	880	COMP SYS 72-1101963	
136	EQMT	11/01/87	660	COMPUTER COSTS	
136	EQMT	12/01/87	661	PHONE SYSTEM	
136	EQMT	12/01/87	662	FAX MACHINE	
136	EQMT	12/01/87	663	ULTASONIC	
136	EQMT	12/01/87	881	COMP SYS 72-1110566	
137	EQMT	12/01/87	676	PHONE SYSTEM	
137	EQMT	12/01/87	677	FAX MACHINE	
137	EQMT	01/01/88	687	STEAMER/BUFFER	
137	EQMT	12/01/87	882	COMP SYS 72-1257312	
138	EQMT	11/01/87	691	PHONE SYSTEM	
138	EQMT	11/01/87	693	FAX MACHINE	
138	EQMT	11/01/87	700	ULTRASONIC	
138	EQMT	12/01/87	883	COMP SYS 72-1109291	

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decs 1	Vendor
141	EQMT	04/01/87	522	CANNON 110 FAX MACH	
141	EQMT	12/01/87	844	COMP SYS 72-1107516	
141	EQMT	01/01/89	1,918	AT&T PHONE EQMT	
142	EQMT	04/01/87	528	CANNON 110 FAX MACH	
142	EQMT	12/01/87	885	COMP SYS 72-1110574	
142	EQMT	11/01/88	1,921		
143	EQMT	04/01/87	534	CANNON 110 FAX MACH	
143	EQMT	12/01/87	886	COMP SYS 72-1107943	
144	EQMT	04/01/87	537	CANNON 110 FAX MACH	
144	EQMT	05/15/87	538	VIDEO CAMERA	
144	EQMT	11/01/87	721	COMPUTER COSTS	
144	EQMT	12/01/87	887	COMP SYS 72-1107817	
145	EQMT	04/01/87	541	CANNON 110 FAX MACH	
145	EQMT	12/01/87	886	COMP SYS 72-1107075	
146	EQMT	04/28/87	546	CANNON 110 FAX MACH	
146	EQMT	10/01/87	730	PHONE SYSTEM	
146	EQMT	12/01/87	889	COMP SYS 72-1101723	
146	EQMT	04/01/88	1,091	PHONE	
147	EQMT	04/28/87	549	CANNON 110 FAX MACH	
147	EQMT	12/01/87	746	PHONE SYSTEM	
147	EQMT	12/01/87	890	COMP SYS 72-1110597	
148	EQMT	10/01/87	764	PHONE SYSTEM	
148	EQMT	12/01/87	891	COMP SYS 72-110758	
148	EQMT	10/01/87	996	FAX MACHINE	
149	EQMT	12/01/87	779	ULTRASONIC	J. BOREL
149	EQMT	12/01/87	781	PHONE SYSTEM	AT&T
149	EQMT	12/01/87	782	FAX MACHINE	OFFICE PLA
149	EQMT	12/01/87	892	COMP SYS 72-1250742	IBM/BELL
150	EQMT	12/01/87	798	PHONE SYSTEM	AT&T
150	EQMT	12/01/87	799	FAX MACHINE	OFFICE PLA
150	EQMT	12/01/87	800	ULTRASONIC	BOREL
150	EQMT	12/01/87	893	COMP SYS 72-1255670	

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decs 1	Vendor
151	EQMT	02/01/88	815	FAX MACHINE	OFFICE PLA
151	EQMT	12/01/87	816	PHONE SYSTEM	AT&T
151	EQMT	12/01/87	894	COMP SYS 72-1261836	IBM/BELL
152	EQMT	12/01/87	832	PHONE SYSTEM	AT&T
152	EQMT	12/01/87	833	FAX MACHINE	OFFICE PLA
152	EQMT	12/01/87	834	ULTRASONIC	FREI&BOREL
152	EQMT	12/01/87	895	COMP SYS 72-1259180	IBM/BELL
152	EQMT	09/01/88	1,450	PHONE EQUIPMENT	AT&T
153	EQMT	12/01/87	849	PHONE SYSTEM	AT&T
153	EQMT	01/01/88	850	FAX MACHINE	OFFICE PLA
153	EQMT	12/01/87	896	COMP SYS 72-1102174	IBM/BELL
154	EQMT	02/01/88	855	FAX MACHINE	OFFICE PLA
154	EQMT	02/01/88	897	COMP SYS 72-1028243	IBM/BELL
154	EQMT	03/01/88	1,049	PHONE SYSTEM	AT&T
155	EQMT	11/01/88	1,463	FAX MACHINE	SAN SIERRA
155	EQMT	11/01/88	1,466	GEMSCOPE II	GIA
155	EQMT	12/01/88	1,532	COM SYS 88-A3386	IBM/BELL
155	EQMT	11/01/88	1,736	PHONE SYSTEM	AT&T
155	EQMT	11/01/88	1,750	JEWELRY EQUIPMENT	FREI&BOREL
156	EQMT	12/01/88	1,474	JEWELRY EQUIPMENT	FREI&BOREL
156	EQMT	12/01/88	1,533	COMP SYS 88-21433	IBM/BELL
156	EQMT	12/01/88	1,963	GEMSCOPE II	GIA
156	EQMT	12/01/88	1,966	PHONE LINE	PAC BELL
186	EQMT	07/01/88	1,284	SPIRIT PHONE SYSTEM	AT&T
186	EQMT	08/01/88	1,481	STEAMER & ULTRASONIC	FREI&BOREL
186	EQMT	08/01/88	1,482	GEMSCOPE & HOLDER	GIA
186	EQMT	09/01/88	1,485	FAX MACHINE	SAN SIERRA
186	EQMT	12/01/88	1,637	COP SYS 72-1102418	IBM/BELL
201	EQMT	12/01/87	857	FAX MACHINE	OFFICE PLA
201	EQMT	12/01/87	858	COMPUTER COSTS	MYIAMOTO
201	EQMT	12/01/87	859	ULTRASONIC	FREI&BOREL
201	EQMT	12/01/87	860	PHONE SYSTEM	AT&T
201	EQMT	12/01/87	898	COMP SYS 72-1259010	IBM/BELL
201	EQMT	11/01/88	1,976	GEMSCOPE II	GIA

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decs 1	Vendor
202	EQMT	09/01/88	1,327	SPIRIT PHONE	AT&T
202	EQMT	09/01/88	1,493	JEWELRY EQUIPMENT	FREIL&BOREL
202	EQMT	09/01/88	1,494	FAX MACHINE	SAN SIERRA
202	EQMT	09/01/88	1,495	GEMSCOPE II	GIA
202	EQMT	12/01/88	2,311	COMP SYS 72-1261999	IBM/BELL
203	EQMT	11/01/88	1,502	FAX MACHINE	SAN SIERRA
203	EQMT	12/01/88	1,638	COMP SYS 72-1107836	IBM/BELL
203	EQMT	11/01/88	1,989	PHONE SYSTEM	AT&T
203	EQMT	11/01/88	1,990	GEMSCOPE II	GIA
203	EQMT	11/01/88	1,991	JEWELRY EQUIPMENT	FREIL&BOREL
204	EQMT	01/01/89	1,514	FAX MACHINE	SAN SIERRA
204	EQMT	01/01/89	1,640	COMP SYS. 88-14201	IBM/BELL
204	EQMT	01/01/89	2,009	GEMSCOPE II	GIA
205	EQMT	12/01/88	1,516	FAX MACHINE	SAN SIERRA
205	EQMT	12/01/88	1,641	COMP SYS 88-21353	IBM/BELL
205	EQMT	12/01/88	2,031	GEMSCOPE II	GIA
301	EQMT	09/01/88	1,334	SPIRIT PHONE SYSTEM	AT&T
301	EQMT	09/01/88	1,518	GEMSCOPE II	GIA
301	EQMT	09/01/88	1,522	FAX MACHINE	SAN SIERRA
301	EQMT	10/01/88	1,528	STEAMER	FREI&BOREL
301	EQMT	10/01/88	1,529	RINGSIZER	FREI&BOREL
301	EQMT	12/01/88	1,642	COMP SYS 72-1018207	IBM/BELL
301	EQMT	01/01/89	2,040	JEWELRY EQUIPMENT	FREI&BOREL
302	EQMT	08/01/88	1,535	GEMSCOPE II	GIA
302	EQMT	08/01/88	1,536	VACUUM	HOVER
302	EQMT	09/01/88	1,541	FAX MACHINE	SAN SIERRA
302	EQMT	09/01/88	1,542	PHONE SYSTEM	AT&T
302	EQMT	12/01/88	2,044	JEWELRY EQUIPMENT	FREIL&BOREL
302	EQMT	12/01/88	2,347	COMP SYS 23-1407082	IBM/BELL
303	EQMT	09/01/88	1,342	SPIRIT PHONE SYSTEM	AT&T
303	EQMT	09/01/88	1,547	GEMSCOPE II	GIA
303	EQMT	09/01/88	1,548	VACUUM	HOOVER
303	EQMT	09/01/88	1,552	FAX MACHINE	SAN SIERRA
303	EQMT	10/01/88	1,556	RING GUARD & STRETCH	FREI&BOREL

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Desc 1	Vendor
303	EQMT	10/01/88	1,557	STEAMER & ULTRASONIC	FREIL&BOREL
303	EQMT	12/01/88	1,643	COMP SYS 23-1407161	IBM/BELL
304	EQMT	09/01/88	1,348	SPIRIT PHONE SYSTEM	AT&T
304	EQMT	09/01/88	1,558	FAX MACHINE	SAN SIERRA
304	EQMT	10/01/88	1,566	GEMSCOPE II	GIA
304	EQMT	12/01/88	1,645	COMP SYS 72-1410041	IBM/BELL
304	EQMT	12/01/88	2,056	JEWELRY EQUIPMENT	FREI&BOREL
305	EQMT	12/01/88	1,568	FAX MACHINE	SAN SIERRA
305	EQMT	12/01/88	1,571	GEMSCOPE II	GIA
305	EQMT	12/01/88	1,646	COM SYS 85-43380	IBM/BELL
321	EQMT	09/01/88	1,575	FAX MACHINE	SAN SIERRA
321	EQMT	09/01/88	1,576	GEMSCOPE II	GIA
321	EQMT	10/01/88	1,580	PHONE SYSTEM	AT&T
321	EQMT	12/01/88	1,647	COMP SYS 72-1028352	IBM/BELL
321	EQMT	01/01/89	2,298	JEWELRY EQUIPMENT	FREI&BOREL
322	EQMT	10/01/88	1,584	GEMSCOPE II	GIA
322	EQMT	10/01/88	1,585	FAX MACHINE	SAN SIERRA
322	EQMT	10/01/88	1,586	PHONE SYSTEM	AT&T
322	EQMT	12/01/88	1,648	COMP SYS-72-1254678	IBM/BELL
322	EQMT	12/01/88	2,085	JEWELRY EQUIPMENT	FREI&BOREL
331	EQMT	11/01/88	1,593	FAX MACHINE	SAN SIERRA
331	EQMT	12/01/88	1,729	COM SYS 88-68400	IBM/BELL
331	EQMT	11/01/88	2,095	GEMSCOPE II	GIA
331	EQMT	11/01/88	2,096	PHONE SYSTEM	AT&T
331	EQMT	01/01/89	2,105	JEWELRY EQUIPMENT	FREIL&BOREL
332	EQMT	04/01/89	802	JEWELRY EQUIPMENT	FREIL&BOREL
332	EQMT	04/01/89	846	COMP SYS 88-22294	STR
322	EQMT	04/01/89	974	GEMSCOPE II	GIA
332	EQMT	04/01/89	975	FAX MACHINE	SAN SIERRA
361	EQMT	12/01/88	1,602	FAX MACHINES	SAN SIERRA
361	EQMT	12/01/88	1,743	COMP SYS 88-21412	IBM/BELL
361	EQMT	12/01/88	2,117	GEMSCOPE II	GIA

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Decs 1	Vendor
461	EQMT	12/01/88	1,747	COMP SYS 23-1411851	IBM/BELL
461	EQMT	11/01/88	2,289	GEMSCOPE II	GIA
461	EQMT	12/01/88	2,290	JEWELRY EQUIPMENT	461
501	EQMT	12/01/88	1,607	FAX MACHINE	SAN SIERRA
501	EQMT	12/01/88	2,143	JEWELRY EQUIPMENT	FREI&BOREL
501	EQMT	12/01/88	2,144	GEMSCOPE II	GIA
501	EQMT	12/01/88	2,304	COMP SYS 88-86938	IBM/BELL
502	EQMT	12/01/88	1,610	FAX MACHINE	SAN SIERRA
502	EQMT	12/01/88	2,160	PHONE WIRING	AT&T
502	EQMT	12/01/88	2,161	JEWELRY EQUIPMENT	FREI&BOREL
502	EQMT	12/01/88	2,162	GEMSCOPE II	GIA
502	EQMT	12/01/88	2,305	COMP SYS 88-21352	IBM/BELL
503	EQMT	01/01/89	1,614	FAX MACHINE	SAN SIERRA
503	EQMT	01/01/89	2,178	GEMSCOPE II	GIA
503	EQMT	01/01/89	2,306	COMP SYS 88-88954	IBM/BELL
521	EQMT	12/01/88	1,616	FAX MACHINE	SAN SIERRA
521	EQMT	12/01/88	2,191	JEWELRY EQUIPMENT	FREI&BOREL
521	EQMT	12/01/88	2,192	GEMSCOPE II	GIA
321	EQMT	12/01/88	2,307	COMP SYS 88-21415	IBM/BELL
522	EQMT	12/01/88	1,620	FAX MACHINE	SAN SIERRA
522	EQMT	12/01/88	2,214	GEMSCOPE II	GIA
522	EQMT	12/01/88	2,215	JEWELRY EQUIPMENT	FREI&BOREL
522	EQMT	12/01/88	2,308	COMP SYS 88-21570	IBM/BELL
523	EQMT	01/01/89	1,622	FAX MACHINE	SAN SIERRA
523	EQMT	01/01/89	2,236	GEMSCOPE II	GIA
523	EQMT	01/01/89	2,309	COMP SYS 88-22489	IBM/BELL
524	EQMT	11/01/88	1,624	FAX MACHINE	SAN SIERRA
524	EQMT	11/01/88	1,626	GEMSCOPE II	GIA
524	EQMT	11/01/88	2,248	PHONE EQUIPMENT	AT&T
524	EQMT	01/01/89	2,257	JEWELRY EQUIPMENT	FREI&BOREL
524	EQMT	12/01/88	2,310	COMP SYS 88-A3370	IBM/BELL

SCHEDULE 1

MERKSAMER JEWELERS ID No.: 94-2583052
 14: Location Listing (MJI Custom)
 Calculated to: 03/31/89

Location	Asset Class	Date Acquired	Asset Number	Desc 1	Vendor
571	EQMT	12/01/88	1,178	COMP SYS 88-47126	IBM/BELL
571	EQMT	11/01/88	1,628	FAX MACHINE	SAN SIERRA
571	EQMT	11/01/88	2,271	PHONE EQUIPMENT	AT&T
571	EQMT	11/01/88	2,273	GEMSCOPE II	GIA
571	FURN	11/01/88	1,630	GRILLE DOOR	
571	FURN	11/01/88	1,765	STOREFRONT DECOR	
571	FURN	11/01/88	1,766	POP-OUT DISPLAYS	
571	FURN	11/01/88	1,768	DISPLAY CASES	
571	FURN	11/01/88	2,263	BUFKOR DISPLAY	
571	FURN	11/01/88	2,264	SIGNAGE	
571	FURN	11/01/88	2,268	2 DRAWER FILE	
571	FURN	01/01/89	2,274	ALARM SYSTEM	
571	FURN	01/01/89	2,295	SAFE	
332	FURN	04/01/89	847	DISPLAY CASES	
332	FURN	04/01/89	854	BRASS	
332	FURN	04/01/89	965	STOREFRONT DECOR	
332	FURN	04/01/89	966	POP-OUT DISPLAYS	
332	FURN	04/01/89	968	SIGNAGE	
332	FURN	04/01/89	976	GRILLE DOORS	

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Name of Debtor: Anthony V. Andrews
Patrice E. Andrews
Address: 279 Cape St. John Road
Annapolis, Maryland 21401
2. Name of Secured Party: Old Line National Bank
Address: P.O. Box 1890
Waldorf, Maryland 20604

3. This Financing Statement covers the following types (or items) of property:

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboard, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Deed of Trust dated December 19, 1989, from Debtor to W. Kyler Craven and/or Frank M. Culhane, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

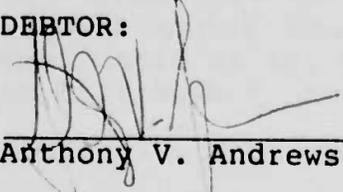
3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

(If proceeds of collateral are claimed). Proceeds of

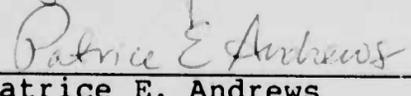
the collateral are also covered.

BOOK 550 PAGE 168

DEBTOR:



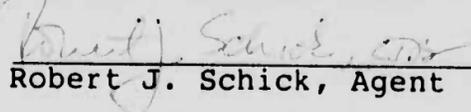
Anthony V. Andrews



Patrice E. Andrews

SECURED PARTY:

Old Line National Bank



Robert J. Schick, Agent

(Madam Clerk: Return to Old Line National Bank at above address)

PLEASE RECORD AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

EXHIBIT 'A'

ALL THOSE LOTS OR PARCELS of land situate, lying and being in Anne Arundel County, State of Maryland, being known and designated as Lot Nos. 1 and 14, Block 12, Cape Anne, as shown on Plat Book 6, folio 35.

PARTIES
 Debtor name (last name first if individual) and mailing address:
JOSEPH L. ARMES SR
245A BURNS CROSSING RD.
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:
245A BURNS CROSSING RD.
SEVERN MD 21144

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
EASTERN HOMES, INC.
8291 WASHINGTON BLVD.
JESSUP MD 20794

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-
 a. acquired after a change of name, identity or corporate structure of the Debtor.
 b. as to which the filing has lapsed.
 c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
 d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
 e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):
EASTERN HOMES, INC.
[Signature]

STANDARD FORM - FORM UCC-1 (1-1-89)
 Approved by Secretary of Commonwealth of Pennsylvania

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **550 PAGE 170**
 Date, Time, Filing Office (stamped by filing officer):
RECORD FEE 11.00
#549710 0777 R03 T15:01
01/04/90
279605
H. ERLE SCHAFER 5
AA CO. CIRCUIT COURT

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County.
 real estate records of _____ County.

Number of Additional Sheets (if any): **6**
 Optional Special Identification (Max. 10 characters): **7**
8

COLLATERAL

Identify collateral by item and/or type:
1990 MONTCLAIR
28 X 56 SERIAL# K2072GS1816GA-A/B AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. **9**

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-
 a. crops growing or to be grown on -
 b. goods which are or are to become fixtures on -
 c. minerals or the like (including oil and gas) as extracted on -
 d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
 Street Address:
 Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
 Name of record owner (required only if no Debtor has an interest of record): **10**

DEBTOR SIGNATURE(S)

Debtor Signature(s):
JOSEPH L. ARMES SR
1
1a *[Signature]*
1b

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192

REORDER FROM **12**
Registre, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN. 55303
 (612) 421-1713

FILING OFFICE ORIGINAL
 NOTE - This page will not be returned by the Department of State.

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 254511 recorded in
Liber 479, Folio 330 on November 14, 1989 Date Clerk of the Court,
Location Anne Arundel County

1. DEBTOR(S):

Name(s) Bay State Savings & Loan Association

Address(es) Charles Co. Plaza, Rt. 301, South Waldorf, MD 20601

2. SECURED PARTY:

Name Maryland National Bank

Address P. O. Box 17068, Baltimore, MD 21203

RECORD FEE 10.00

ML 1549720 0777 RO 115:02
01/04/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

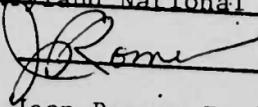
- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. _____

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By



Jean Romeo, Equipment Leasing Clerk
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

15

Debt
251-607-1

10.00
1.50
9.50

BOOK 550 PAGE 172
279606

- Not subject to recordation tax
- Subject to recordation tax in the amount of \$ _____
- To be recorded in Land Records
- To be recorded in Chattel/Financing Records.
- To be recorded in Dept. of Assessment & Taxation

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Brown Contracting Co., Inc.
(Name or Names - Last Name First)

2448 Holly Ave. #302, Annapolis, Md.
(Address)

2. SECURED PARTY: **MADISON BANK OF MARYLAND**
 8677 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 11.00
 #549730 C777 R03 T15:03
 01/04/90
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

3. This Financing Statement covers the following types (or items) of property in which Debtor grants a security interest to the Secured Party (check the lines which apply):

- Equipment.** The Debtor's equipment of the following Description:
- Paint Sprayers
 - Laser Level
 - Wood working Tools
 - Computer and Office Furniture

and all increases, substitutions, replacements, additions and accessions thereto, and all proceeds of the foregoing of every type.

Inventory. All of the Debtor's present and future inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Receivables. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of Inventory.

Furniture, Fixtures, Equipment and Supplies. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used in the Debtor's business, and all increases, substitutions, replacements, additions and accessions to any of the foregoing, of every type, including cash and non-cash proceeds, and insurance proceeds.

Other.

4. Proceeds of collateral are covered hereunder: YES NO

5. Products of collateral are covered hereunder: YES NO

6. Filed with: _____

7. RETURN TO: **MADISON BANK OF MARYLAND**

Dated this 4th day of December, 19 89.

DEBTOR: Brown Contracting Co., Inc. By: Joseph [Signature]
(Name)

President
(Title)

SECURED PARTY: **MADISON BANK OF MARYLAND**

BY: Gene A. King [Signature]
(Name)

Gene A. King, Assistant Vice President
(Title)

11/20

MARYLAND FINANCING STATEMENT

AA Co 12/29/89

Not Subject to Recordation Tax - Conditional Sales Contract
Principal Amount of \$ is enclosed/ has been paid (strike inapplicable phrase).

For Filing Officer
File No.:
Record Reference:
Date & Hour of Filing:

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Ferguson Trenching Company, Inc.
123 Revell Highway Annapolis, Maryland 21401

DEBTOR:
(Name or Names)
(Address)

2. SECURED PARTY: McClung-Logan Equipment Company, Inc.
4601 Washington Boulevard Baltimore, Maryland 21227

3. ASSIGNEE (if any) of SECURED PARTY: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

4. This Financing Statement covers the following types (or items) of property:

One (1) New Koehring Model 6633 Hydraulic Excavator, S/N 110568

RECORD FEE 11.00
POSTAGE .50



#549740 0777 R03 T15:03

01/04/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT
SELLER IS SECURED PARTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes [X] No []
Products of Collateral are also covered: Yes [] No [X]

DEBTOR(S): FERGUSON TRENCHING COMPANY, INC.
By: Stanley R. Ferguson
Stanley R. Ferguson
(Type or print name of person signing)

SECURED PARTY: McCLUNG-LOGAN EQUIPMENT COMPANY, INC.
By: Thomas B. Logan, President
Thomas B. Logan, President
(Type or print name of person signing)

By:
(Title)
(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

FINANCING STATEMENT

- To be recorded in:
- (a) the Financing Statement Records of ~~(i) the Maryland State Department of Assessments and Taxation, (ii) Frederick County, Maryland and (iii) Anne Arundel County, Maryland; and~~
 - (b) ~~the Land Records of Frederick County, Maryland~~

NOT SUBJECT TO RECORDATION TAX

279608

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: COLLEGE ESTATES LIMITED PARTNERSHIP
c/o Maryland Management Co.
2613 Cabover Drive
Hanover, Maryland 21076
Attention: Philip E. Ratcliffe
(herein, the "Debtor")
- 2. NAME AND ADDRESSES OF SECURED PARTY: MARYLAND NATIONAL BANK
P.O. Box 987
Baltimore, Maryland 21203
Attention: Real Estate Industries Group
(herein, the "Bank")



RECORD FEE 26.00
 POSTAGE 50
 #550510 C777 R03 T13:44
 01/05/90
 H. ERLE SCHAFER
 MD. CO. CIRCUIT COURT

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property (as defined below), now or hereafter located or contained in or upon or attached to, the real property located in Frederick County, Maryland, the improvements thereon being known as 1331 Taney Avenue and more particularly described in Exhibit A attached hereto and made a part hereof, and all improvements, structures and buildings now or hereafter erected thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or

Handwritten signature

operations of the Real Property or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, extensions, betterments, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"); and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust and Security Agreement dated as of January 3, 1990, between the Debtor and Margaret D. Kirmil and Constance M. Creamer, as Trustees (the "Deed of Trust"), recorded, or intended to be recorded, among the Land Records of Frederick County, Maryland. The Debtor is the record owner of the Real Property.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore made (but not yet received by the Debtor) or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any part thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Real Property and the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Grantor in and to, and remedies under, any and all leases and subleases of the Real Property and the Equipment Collateral, or any part thereof, both now in existence or hereafter entered into, and all of the contract rights, accounts receivable and general intangibles growing out of or in connection with any and such leases and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations

thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) All of the Debtor's right, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision of services to, the Real Property and the Equipment Collateral, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Real Property and the Equipment Collateral.

(f) The interest of the Borrower in any and all funds, securities, instruments, documents, and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Bank or any of its agents, branches, affiliates, correspondents or others acting on its behalf (this security interest and lien is intended to be in addition to any right of set-off or banker's lien that the Bank may otherwise enjoy under applicable law).

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Bank, its successors and assigns, under and pursuant to the Deed of Trust as security for a loan in the principal amount of \$6,050,000 made by the Bank to the Debtor (the "Loan") under and pursuant to a Note dated January 3, 1990 from the Debtor to the Bank.

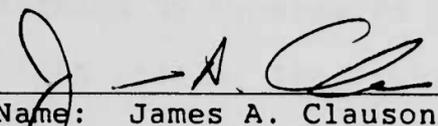
5. Proceeds and products of the collateral are also covered.

Debtor:

COLLEGE ESTATES LIMITED
PARTNERSHIP

by: MMGP, Inc., its general
partner

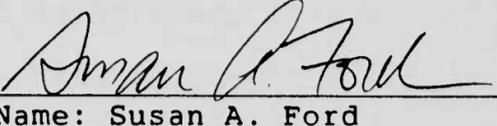
by:


Name: James A. Clauson
Title: President

Secured Party:

MARYLAND NATIONAL BANK

by:


Name: Susan A. Ford
Title: Vice President

Filing Officer: Return to:

Susan K. Datesman, Esquire
Frank, Bernstein, Conaway &
Goldman
300 East Lombard Street
Suite 1800
Baltimore, Maryland 21202

2066V



EXHIBIT A
DESCRIPTION

COLLEGE ESTATES
CITY OF FREDERICK, MARYLAND

BEGINNING at a point on the north side of the right-of-way of the Frederick Bypass (U.S. Route 15) at the southeast corner of the Frederick Shopping Center as shown on a Plat entitled, "Part VII College Estates", recorded in Plat Book 5, page 1, and more particularly described, as now surveyed and referring all the bearings to the meridian as determined from recovered monuments of The City of Frederick Coordinate System, and binding on the lines of the Frederick Shopping Center.

(1) North 35 degrees 02 minutes 25 seconds West 544.15 feet to a point, thence

(2) South 52 degrees 48 minutes 27 seconds West 371.88 feet to the beginning of a curve to the right having a radius of 25.00 feet and running therewith, through central angle of 90 degrees 04 minutes 47 seconds, thence

(3) an arc distance of 39.30 feet with a chord bearing North 82 degrees 09 minutes 08 seconds West 35.38 feet, thence with the north side of the right-of-way for West Thirteenth Street,

(4) North 37 degrees 06 minutes 44 seconds West 75.66 feet to the beginning of a curve to the right having a radius of 25.00 feet and running therewith, through a central angle of 89 degrees 47 minutes 19 seconds,



(5) an arc distance of 39.18 feet with a chord bearing North 07 degrees 47 minutes 10 seconds East 35.29 feet, thence with the east side of the right-of-way for Taney Avenue

(6) North 52 degrees 41 minutes 04 seconds East 102.40 feet to the beginning of a curve to the left having a radius of 450.00 feet and running therewith through a central angle of 12 degrees 53 minutes 42 seconds.

(7) an arc distance of 101.28 feet with a chord bearing North 46 degrees 14 minutes 13 seconds East 101.06 feet, thence

(8) North 39 degrees 46 minutes 22 seconds East 501.55 feet to the beginning of a curve to the right having a radius of 361.83 feet and running therewith through a central angle of 32 degrees 43 minutes 44 seconds.

(9) an arc distance of 206.69 feet with a chord bearing North 56 degrees 09 minutes 14 seconds East 203.89 feet, thence leaving the right-of-way for Taney Avenue and running with the northeasterly line of College Estates

(10) South 17 degrees 38 minutes 24 seconds East 785.50 feet to a point on the right-of-way for U.S. Route 15 and running therewith

(11) South 44 degrees 15 minutes 10 seconds West 283.85 feet to the point of beginning, containing 8.0593 acres of land, more or less.

Being the same property which by Deed dated July 20, 1984 and recorded among the Land Records of Frederick County, Maryland in Liber 1247, folio 15, was granted and conveyed by Case/Edwards Associates, a Maryland general partnership and I.M.L. Properties,



Inc., a Florida Corporation to College Estates Associates Limited Partnership a/k/a College Estates Associates, Ltd., a Florida limited partnership.

89-120

12-21-89



Richard M. Quilter

COMMONWEALTH LAND TITLE
INSURANCE COMPANY,
15th Floor
World Trade Center
Baltimore, Maryland 21202

1890851

Stansbury

TO BE RECORDED:

- ___ Among the Land Records of Baltimore County
 - ___ Among the Financing Statement Records of Baltimore County
 - ___ Among the Records of the State Department of Assessments and Taxation of Maryland
- * Among the Financing Statement Records of Anne Arundel County*
- Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland. The appropriate amount of documentary stamps, if any, are or will be affixed to an Indemnity Deed of Trust, Assignment of Rents, and Security Agreement (the "Deed of Trust") recorded or to be recorded among the Land Records of Baltimore County, Maryland and given as security for the same loan.

Principal Amount is \$4,401,000.00

INDEMNITY FINANCING STATEMENT

1. Debtor:/Guarantor Address:
 Stansbury Associates,
 a Maryland General
 Partnership 2613 Cabover Drive
 Hanover, MD 21076

2. Secured Party:
 MARYLAND NATIONAL MORTGAGE CORPORATION 7 East Redwood Street
 P.O. Box 17006
 MS 40-01-18
 Baltimore, MD 21203
 and
 Edward J. Murn, Trustee
 for the Lender
 Ronald L. Bastek, Trustee
 for the Lender

TW

3. This Financing Statement covers, and the Debtor/Guarantor grants to the Secured Party a security interest in all of Debtor/Guarantor's right, title and interest in the following collateral:

(a) all buildings, improvements and tenements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property referred to in

36

paragraph 6, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; and

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

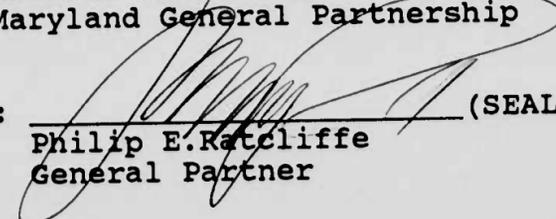
4. The aforesaid items are included as security in the above-referred to Deed of Trust of even date herewith given by Debtor/Guarantor to Edward J. Murn and Ronald L. Bastek, Trustees for Lender, and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof. The Debtor/Guarantor is the record owner of the said real property.

Debtor/Guarantor:

STANSBURY ASSOCIATES
A Maryland General Partnership

By:  (SEAL)
Philip E. Ratcliffe
General Partner

Dated: December 19, 1989

ASSIGNMENT

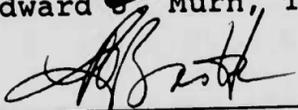
The Secured Party assigns all of its right, title and interest in and to the within Financing Statement, and all of the collateral held hereunder, including the proceeds hereof, unto the following party:

Federal National Mortgage Association
c/o Maryland National Mortgage Corporation
7 East Redwood Street
P.O. Box 17006, M.S. 40-01-18
Baltimore, Maryland 21203

Secured Party:
MARYLAND NATIONAL MORTGAGE
CORPORATION

By:  (SEAL)
Edward J. Murn
President

 (SEAL)
Edward J. Murn, Trustee

 (SEAL)
Ronald L. Bastek, Trustee

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esquire
Reese and Carney
10715 Charter Drive
Columbia, MD 21043
42208/8564

C6b:mnmk\kjk\stans.fst

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

1020 Cromwell Bridge Road
Baltimore, Maryland 21204
(301) 321-5500

Direct Dial Number
321-5512



Exhibit "A"

D E S C R I P T I O N

0.8393 ACRE PARCEL, 6.0434 ACRE PARCEL AND 12.8824 ACRE PARCEL,
"STANSBURY MANOR APARTMENTS", WEST SIDE OF WILSON POINT ROAD,
BALTIMORE COUNTY, MARYLAND.

PARCEL 1

Beginning at a PK nail set on the west side of Wilson Point Road at the beginning of the third line of the land described in the deed between Raan Realty Corporation and others, and Stansbury Associates dated December 2, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4944, Page 615, running thence binding on the third through the sixth lines and on a part of the seventh line of said line, four courses: (1) S 59° 33' 15" W 283.05 feet, (2) N 30° 26' 45" W 111.80 feet, (3) S 45° 01' 00" W 163.39 feet, and (4) N 31° 00' 00" W 49.22 feet to the southeast side of Cypress Drive, 50 feet wide as deeded to Baltimore County and shown on the plat titled "Plat of Roads Deeded by Stansbury Estates, Inc. and Stansbury Manor Inc. to Baltimore County", recorded among said Land Records in Plat Book 12, Folio 84, thence binding on the southeast side of said Cypress Drive, (5) N 59° 33' 15" E 412.30 feet to the west side of said Wilson Point Road, thence binding thereon (6) southeasterly, by a curve to the left with a radius of 799.94 feet, the arc distance of 123.67 feet, the chord of said arc being

CONSULTING ENGINEERS

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

Description
June 7, 1984
Page Two.

S 44° 12' 24" E 123.55 feet to the place of beginning.
Containing 0.8393 of an acre of land.

PARCEL 2

Beginning at a 3/4-inch pipe set on the west side of Wilson Point Road at the beginning of the land described in the deed between Raan Realty Corporation and others, and Stansbury Associates dated December 2, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4944, Page 615, running thence binding on the west side of said Wilson Point Road and on a part of said land, (1) southerly, by a curve to the left with a radius of 799.94 feet, the arc distance of 266.12 feet, the chord of said arc being S 26° 38' 04" E 264.89 feet to the northwest side of Cypress Drive, 50 feet wide as deeded to Baltimore County and shown on the plat titled "Plat of Roads Deeded by Stansbury Estates, Inc. and Stansbury Manor Inc. to Baltimore County", recorded among said Land Records in Plat Book 12, Folio 84, thence binding on the northwest side of said Cypress Drive, (2) S 59° 33' 15" W 406.18 feet to a point on the seventh line of said land conveyed in Liber O.T.G. 4944, Page 615, thence binding on a part of the seventh and eighth lines of said land, two courses: (5) N 31° 00' 00" W 493.79 feet and (6) N 05° 55' 00" W 220.90 feet, thence binding on the south side

550 285

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

Description
June 7, 1984
Page Three.

of Beech Drive, 50 feet wide, as deeded to Baltimore County and shown on the plat titled "Plat of Roads Deeded by Stansbury Estates, Inc. and Stansbury Manor Inc. to Baltimore County", recorded among said Land Records in Plat Book 12, Folio 84, two courses:

(7) northeasterly, by a curve to the right with a radius of 224.11 feet, the arc distance of 81.45 feet, the chord of said arc being N 79° 48' 36" E 81.00 feet, and (8) S 89° 47' 00" E 393.65 feet to the west side of said Wilson Point Road, thence binding thereon (9) southeasterly, by a curve to the left with a radius of 799.94 feet, the arc distance of 216.32 feet, the chord of said arc being S 09° 20' 21" E 216.16 feet to the place of beginning.

Containing 6.0434 acres of land.

PARCEL 3

Beginning on the west side of Wilson Point Road at a brass plug set at the beginning of the twenty third line of the land described in the deed between Raan Realty Corporation and others, and Stansbury Associates dated December 2, 1968 and recorded among the Land Records of Baltimore County in Liber O.T.G. 4944, Page 615, running thence binding on the west side of Wilson Point Road as referred to in said deed, three courses: (1) S 22° 51' 30" E 162.59 feet, (2) southerly, by a curve to the right with a radius of 537.22 feet, the arc distance of 382.86 feet, the chord of said arc being S 02° 26' 30" E 374.81 feet and (3) S 17° 58' 30" W 437.38 feet,

KIDDE CONSULTANTS, INC.
Subsidiary of Kidde, Inc.

Description
June 7, 1984
Page Four.

thence binding on the outlines of Alder Drive as deeded to Baltimore County and shown on the plat titled "Plat of Roads Deeded by Stansbury Estates Inc. and Stansbury Manor Inc. to Baltimore County" recorded among said Land Records in Plat Book 12, Folio 84, seven courses:

- (4) N 71° 55' 30" W 126.75 feet, (5) northwesterly, by a curve to the right with a radius of 317.03 feet, the arc distance of 178.12 feet, the chord of said arc being N 55° 49' 46" W 175.79 feet,
- (6) northerly, by a curve to the right with a radius of 60.00 feet, the arc distance of 59.53 feet, the chord of said arc being N 11° 18' 38" W 57.12 feet, (7) southwesterly, by a curve to the left with a radius of 74.00 feet, the arc distance of 370.14 feet, the chord of said arc being S 53° 49' 23" W 88.46 feet, (8) southeasterly by a curve to the right with a radius of 60.00 feet, the arc distance of 53.52 feet, the chord of said arc being S 63° 55' 13" E 51.76 feet
- (9) southeasterly, by a curve to the left with a radius of 357.03 feet, the arc distance of 209.10 feet, the chord of said arc being S 55° 08' 49" E 206.12 feet, and (10) S 71° 55' 30" E 126.81 feet to the west side of said Wilson Point Road, thence binding thereon, two courses: (11) S 17° 58' 30" W 148.75 feet, and (12) southerly, by a curve to the left with a radius of 799.94 feet, the arc distance of 222.93 feet, the chord of said arc being S 09° 59' 29" W 222.21 feet, thence binding on the north side of Beech Drive as shown on said plat, two courses:

KIDDE CONSULTANTS, INC.

Subsidiary of Kidde, Inc.

Description

June 7, 1984

Page Five.

(13) N 89° 47' 00" W 393.63 feet and (14) westerly, by a curve to the left with a radius of 274.11 feet, the arc distance of 86.55 feet, the chord of said arc being S 81° 10' 16" W 86.19 feet to a point on the eighth line of said land conveyed in Liber 4944, Page 615, thence binding on a part of said eighth line and continuing to bind on the ninth through the twenty second lines of said land, fifteen courses:

(15) N 05° 55' 00" W 247.94 feet, (16) N 55° 20' 00" E 114.46 feet,
 (17) N 83° 00' 00" E 100.02 feet, (18) N 18° 04' 00" W 120.33 feet,
 (19) N 76° 11' 30" W 132.21 feet, (20) N 60° 12' 30" W 91.00 feet,
 (21) N 19° 50' 00" W 48.60 feet, (22) N 06° 46' 00" E 42.79 feet,
 (23) N 68° 55' 00" E 74.29 feet, (24) N 42° 22' 00" E 80.26 feet,
 (25) N 52° 56' 30" E 165.16 feet, (26) N 41° 49' 00" E 451.63 feet,
 (27) N 70° 25' 00" E 53.11 feet, (28) N 24° 34' 30" E 217.17 feet,
 and (29) N 67° 08' 30" E 25.00 feet to the place of beginning.

Containing 12.8824 acres of land.

RWB:rjm

J.O. 1-84091

June 7, 1984

Rec'd For record JUN 13 1984 at 9:34 A.M.
 Per Elmer H. Kahline, Jr. Clerk
 Mail to Mary Ann Denton
 Receipt No. 1 \$ 55.00

BOOK 550 PAGE 288

279609

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County and Maryland State Department of Assessments & Taxation
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 125,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s):

John C. Bloom
 Rita K. Bloom
 Charles A. McCurdy
 Gwendolyn McCurdy
 Helen R. Roberts

Address(es):

59 Decauter Avenue
 Annapolis, Maryland 21403



6. Secured Party:

MARYLAND NATIONAL BANK
 Attention: Dennis R. Glasgow

Address: Real Estate and Mortgage Division

~~100 Light Street~~
~~Fifth Floor~~
~~Baltimore, Maryland 21202~~

P.O. Box 871
 Annapolis, Md. 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 28, 19 89 from Debtor(s) to Constance M. Creamer and Margaret D. Kimil, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

[Signature] (SEAL)
 John C. Bloom

[Signature] (SEAL)
 Rita K. Bloom

Secured Party:
MARYLAND NATIONAL BANK

By: [Signature] (SEAL)
Dennis R. Glasgow, Vice President
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

[Signature]
 Charles A. McCurdy
853-8 ED. 1/85

[Signature]
 Gwendolyn McCurdy

[Signature]
 Helen R. Roberts

Please return to:
 TITLE AMERICA
 9881 Broken Land Pkwy.
 Suite 101
 Columbia, MD 21046
 (301) 381-2020

J.A. #686

2A

BEING those 6 parcels of ground in Anne Arundel County, Maryland described as follows:

PARCEL ONE:

BEING KNOWN AND DESIGNATED AS Lot No. 23, Springdale on Bodkin Creek, as shown and delineated on a Plat entitled, "Springdale on Bodkin Creek" made by J.R. McCrone, Jr., Inc. and dated April, 1954 and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 14.

PARCEL TWO:

BEING KNOWN AND DESIGNATED AS Lot No. 28, Springdale on Bodkin Creek, as shown and delineated on a Plat entitled, "Springdale on Bodkin Creek" made by J.R. McCrone, Jr., Inc. and dated April, 1954, and recorded among the Plat Records of Anne Arundel County in Plat Book 25, folio 14.

PARCEL THREE:

BEGINNING FOR THE SAME at a stone found on the North side of a dirt road formerly known as the road leading to Spit Point on Bodkin Creek; said beginning point being at the beginning point of the last line of the conveyance from Bernard Oberman to Henry Wickart, Jr., by Deed dated April 5, 1910 and recorded among the Land Records of Anne Arundel County, in Liber G.W. No. 75, folio 174, and running from said beginning point with said last line, North 21 degrees, 31 minutes, East 88.64 feet to a stone found at the beginning of said conveyance; said stone being at the end of the second line of a conveyance from Bernard Oberman to Henry J. Wickart, Jr. and Annie M. Wickart, by Deed dated August 31, 1907 and recorded among the said Land Records in Liber G.W. No. 55, folio 61; thence with the outlines of the last mentioned conveyance, reversely, North 32 degrees, 09 minutes, 30 seconds, East 206.94 feet to a stone found; thence continuing North 32 degrees, 09 minutes, 30 seconds East 12 feet, more or less, to the water's edge of Back Creek; thence with said water's edge South 74 degrees, 37 minutes, 20 seconds East 38.31 feet; South 87 degrees, 09 minutes, 30 seconds East 37.54 feet, North 46 degrees, 23 minutes, 30 seconds East 37.86 feet to the corner of a bulkhead; thence with said bulkhead South 48 degrees, 51 minutes, East 55.07 feet and South 64 degrees, 06 minutes, East 78.64 feet; thence continuing with the shore line of Back Creek, North 81 degrees, 49 minutes, 30 seconds East 73.9 feet to a point in the North 13 degrees, 57 minutes, East 103.6 footline of a conveyance from Henry J. Wickart, Jr. to Edward J. Richardson, by Deed dated November 24, 1947 and recorded among the said Land Records in Liber JHH No. 444, folio 421; thence with part of said line, reversely, and as corrected for magnetic difference, South 13 degrees, 46 minutes, 40 seconds West 25 feet to a pipe found on top of the bank and South 13 degrees, 46 minutes, 40 seconds West 75.14 feet to a pipe found beside a

large oak tree; thence continuing with the lines of said conveyance, along the North side of a ten foot right of way, South 76 degrees, 13 minutes, 20 seconds East 50 feet to a pipe found, thence leaving said right of way with the last line of said conveyance to Richardson, reversely, North 13 degrees, 46 minutes, 40 seconds East 123.5 feet to the water's edge of Back Creek, thence with the same, North 75 degrees, 25 minutes, 30 seconds East 75.25 feet to a pipe set where the centerline of the dirt road referred to in the Maryland Court of Appeals Case #94A-2d, 629 (Carey V. Carback) intersects said water's edge; thence with the centerline of said road as originally located for said court case and now staked, South 17 degrees, 33 minutes, 20 seconds West 12.96 feet to a pipe set; South 10 degrees, 03 minutes, 10 seconds West 29.63 feet to a pipe set; and South 11 degrees, 29 minutes, 10 seconds East 33.31 feet to a pipe set in the Westernmost line of Lot 108, as shown on the Plat of Poplar Ridge, recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 48; thence with part of said line and still with the lines of said court decision, South 06 degrees, 54 minutes, 40 seconds, West 76.31 feet to a pipe set where said line again intersects the centerline of said dirt road, thence with the centerline of said dirt road, South 81 degrees, 20 minutes, 30 seconds West 24.67 feet to a pipe set; South 43 degrees, 00 minutes, 10 seconds West 24.15 feet to a pipe set; South 18 degrees, 30 minutes, West 27.83 feet to a pipe set; South 18 degrees, 13 minutes, 40 seconds West 22.51 feet to a pipe set; South 16 degrees, 06 minutes, 30 seconds West 46.95 feet to a pipe set; South 14 degrees, 41 minutes, 10 seconds West 23.95 feet to a pipe set; South 27 degrees, 15 minutes, 22.66 feet to a pipe set; and South 20 degrees, 23 minutes, 50 seconds West 24.06 feet to a pipe set on the North side of the above mentioned dirt road, to Spit Point; thence with the North side of said dirt road North 78 degrees, 56 minutes, 30 seconds West 13.48 feet to a granite stone found at the end of the second line of the first above mentioned conveyance to Wickart; thence with the third line of said conveyance, North 80 degrees, 15 minutes, 40 seconds, West 450.09 feet to the place of beginning. (Containing 2.90 acres of land, more or less).

PARCEL FOUR:

BEGINNING FOR THE SAME on the Westernmost side of Cedar Road, as laid out 50 feet wide, at a point distance North 07 degrees, 07 minutes, East 351.26 feet from the Northernmost side of Poplar Ridge Road, as laid out 30 feet wide, and running thence with the Westernmost side of Cedar Road, North 07 degrees, 07 minutes, East 101.72 feet to the Southernmost side of a 25 foot road; thence leaving the said Cedar Road and running with the Southernmost side of the said 25 foot road, North 79 degrees, 08 minutes, West 234.82 feet; thence leaving the said 25 foot road and running with the rear line of Lot 23 as shown on the Plat of Springdale filed among the Land Records

TLE AMERICA
SERVICES, INC.
SUITE 101
BROKEN LAND PKWY.
JUMBA, MD 21046
(301) 361-3020
89686

of Anne Arundel County in Plat Book No. 25, folio 14, South 11 degrees, 58 minutes, West 97.16 feet; thence leaving the said Lot 23 and running South 78 degrees, 02 minutes, East 243.29 feet to the place of beginning.

ALSO BEING known as Lot No. D, as shown on the Plat entitled, "Subdivision of Property of Edward F. Sibert and Wife, 3rd Election District, Anne Arundel County, Maryland, May, 1965", which Plat is recorded among the Land Records of Anne Arundel County in Liber M.s.h. No. 2044, folio 150.

PARCEL FIVE:

BEGINNING FOR THE SAME at the Southwesternmost corner of a Lot of ground heretofore conveyed by Bernard Oberman to Henry Wickart; thence Westerly 71 feet, thence in a straight line about 300 feet, more or less, to a point 3 feet Northwesterly from the Northwesternmost corner of said Wicker's Lot; thence Southeasterly 3 feet to said corner; thence along said Wicker's Westernmost lines to the place of beginning.

BEING ALL THOSE FIVE PARCELS of ground described in a Deed dated September 28, 1986 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4288, folio 189, by and between Helen R. Roberts and Helen R. Roberts, Gordon H. Sennett and Lynne R. Cassanto.

PARCEL SIX:

BEGINNING FOR THE SAME at a pipe set the following two courses and distances from the ^{stone} / previously set at the end of the third line of the conveyance from Bernard J. Oberman to Henry Jacob Wickart, Jr., by Deed dated August 31, 1907 and recorded in Liber G.W. No. 55, folio 61, North 13 degrees, 57 minutes, East 65.6 feet and North 76 degrees, 3 minutes, West 50 feet and running with the Northeast edge of a ten-foot road with the use thereof in common leading to the Southeast edge of a thirty-foot road leading from the Spit Point County Road to the wharf on Back Creek, North 76 degrees, 3 minutes, West 50 feet to a pipe set on the Northeast edge of said right of way, thence leaving said right of way, North 13 degrees, 57 minutes, East 103.6 feet to a pipe set on the shore line of Back Creek, and binding on said shore line in a Northeasterly direction 56 feet to intersect a line drawn, North 13 degrees, 57 minutes East from the beginning, thence binding on said line, South 13 degrees, 57 minutes, West 128.2 feet to the beginning. (Containing 0.13 acres of land, more or less).

TITLE AMERICA
SERVICES, INC.
SUITE 101
BROKEN LAND PKWY.
JUMBA, MD 21046
(301) 381-2020
89686

BEING THE SAME Parcel of ground described in a Deed dated August 11, 1987 and recorded among the Land Records of Anne Arundel County, Maryland at Liber 4498, folio 754, from Helen Roe Roberts, sole owner, to Helen R. Roberts, Gordon H. Sennett and Lynne R. Cassanto.

279610

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bigham Construction Company, Inc.
Address 523 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090
West Des Moines, Iowa 50265-0090

RECORD FEE 11.00
POSTAGE .50



Person And Address To Whom Statement Is To Be Returned If Different From 4551450 0777 R03 T11:29

3. Maturity date of obligation (if any) _____ 01/08/90

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

- New John Deere 870 Utility Tractor, MFWD
Serial Number M00870B001949
- New John Deere 80 Loader
Serial Number W00080X004207
- New John Deere # 8 Backhoe
Serial Number M0008AX595133

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bigham Construction Co. Inc.
(Signature of Debtor)

Bigham Construction Co., Inc.
Type or Print Above Name on Above Line

Reed C. Bigham
(Signature of Debtor)

Reed C. Bigham, President
Type or Print Above Signature on Above Line

John Deere Company
(Signature of Secured Party)

John Deere Company
Type or Print Above Signature on Above Line

11/4

279611

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rental Works
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 855 MFWD Tractor
Serial # M00855D61078
- New John Deere 70 Loader
Serial # M00070B110851

RECORD FEE 11.00
 POSTAGE .50
 #551460 0777 R03 T11:30
 01/08/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Rental Works
(Signature of Debtor)

Rental Works
Type or Print Above Name on Above Line
Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

1/5

279612

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rental Works
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Outdoor Power
Address 1915 Lincoln Drive
Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- New John Deere 855 MFWD Tractor
Serial # M00855D490176
- New John Deere 70 Loader
Serial # W00070X002024
- New John Deere 25 Exavator
Serial Number CH0025D001032

RECORD FEE 11.00
 POSTAGE .50
 #551470 0777 R03 T11:30
 01/08/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Rental Works
(Signature of Debtor)

Rental Works
Type or Print Above Name on Above Line
Kenneth B Wagner
(Signature of Debtor)

Kenneth B Wagner
Type or Print Above Signature on Above Line

Outdoor Power
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

1/1/8

279613

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard Tansey

Address 2403 Keyberry Ln., Bowie, Md 20715

2. SECURED PARTY

Name Outdoor Power

Address 436 Chinguapin Round Rd, Annapolis, Md 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

John Deere 1070 Tractor S/N M01070A001237
John Deere 80 Loader S/N W00080X004253
John Deere 72' Mower S/N M00297X595965
Weather Enclosure



RECORD FEE 11.00
POSTAGE .50
#551480 C777 R03 T11:31
01/08/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Richard Tansey C.E.
(Signature of Debtor)

Richard Tansey
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Outdoor Power (Ted)
(Signature of Secured Party)

Outdoor Power
Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jim's Body Shop, Inc

Address 247 Keedy Lane, Pasadena, MD 21122

2. SECURED PARTY

Name Chief Automotive Systems, Inc

Address 1924 East Fourth Street, Grand Island, NE 68801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Agent _____

RECORD FEE 11.00
 POSTAGE .50
 #551490 C777 R03 T11:31
 01/08/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

"Purchase Money Security Interest In:" One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc. S/N E 11647 used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James A. Keedy
(Signature of Debtor)

Jim's Body Shop, Inc
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Chief Automotive Systems, Inc
Type or Print Above Signature on Above Line

11

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEEDY, James A.

Address 247 Keedy Lane, Pasadena, MD 21122

2. SECURED PARTY

Name Chief Automotive Systems, Inc

Address 1924 East Fourth Street, Grand Island, NE 68801

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee
RECORD FEE 11.00
#551500 0777 R03 T11:32
01/08/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

"Purchase Money Security Interest In:" One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems Inc. S/N E 11647 used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James A. Keedy
(Signature of Debtor)

KEEDY, James A.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Chief Automotive Systems, Inc
Type or Print Above Signature on Above Line

11

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) McClellan Brothers, Inc.	2. Debtor(s) Complete Address(es) 122 N. Langley Road P.O. Box 819 Glen Burnie, MD 21061-0819	April, 1994
3. & 4. Secured Party(ies) and Complete Address(es) Commercial Loan Department CITIZENS BANK AND TRUST COMPANY OF MARYLAND XXXXXX ONLY MORE BOOKS XXXX 916 N. KENNESAW ST. #200 14401 Sweitzer Lane, Laurel, MD 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) All accounts receivable and inventory presently owned or hereafter acquired.		
<p style="text-align: right;">RECORD FEE 11.00 POSTAGE .50 #551570 CTVT R03 T11:36 01/08/90</p> <p style="text-align: center;">(TW)</p>		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented _____		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County: Other SDAT AA CO. CIRCUIT COURT		
9. Transaction is (), is not (<input checked="" type="checkbox"/>), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement to be returned after recordation to Secured Party, shown above, or to _____		
<p>Signature(s) of Debtor(s)</p> <p><i>Douglas R. McClellan</i> McClellan Brothers, Inc. By: Douglas R. McClellan, Vice President</p>		
<p>Signature(s) of Secured Party(ies) or Assignee(s)</p> <p><i>Thomas J. Huber, Jr.</i> By <u>Vice President</u> Thomas J. Huber, Jr. (Title)</p> <p style="text-align: center;">NOTE—Type or Print Names Clearly Below Signatures.</p>		
<p>FILING OFFICER COPY 87-30</p> <p style="text-align: right;">Printed in U. S. A.</p>		

TKW

BOOK 550 PAGE 299

279617

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$
3. When filing is to be with more than one office, Form UCC 2 may be placed over this set to avoid double typing.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Motorways 7407 Baltimore Annapolis Blvd Glen Burnie, MD 21061	The Sherwin-Williams Co. 1726 Edison Highway Baltimore, MD 21213	RECORD FEE . 29.00 POSTAGE . 50

4 This financing statement covers the following types (or items) of property:

All automotive paint products bearing the labels and trademarks of Secured Party which were sold to Debtor by Secured Party, as well as proceeds from the sale of such products.

#551590 C777 R03 711:37
01/08/90
ERIC SCHAFER
AA CO. CIRCUIT COURT

Check If covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel County

This instrument prepared by Lisa Dabrowski

Motorways/William T. Lawrence
By: William T. Lawrence
Signature(s) of Debtor(s)

The Sherwin-Williams Co./James R. Gambrell
By: James R. Gambrell
Signature(s) of Secured Party(ies)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by The Secretary of State

The Ohio Legal Book Co., Cleveland
Publishers and Dealers Since 1890

Filing Officer Copy - Alphabetical

2950

SECURITY AGREEMENT

Security Agreement made December, 1989, between _____

William T. Lawrence of Motorways, City
of Glen Burnie, County of Anne Arundel, State of
Maryland herein referred to as "Debtor", and _____

James R. Gambrell of The Sherwin-Williams Company, City of
Baltimore, County of Baltimore, State of Maryland

herein referred to as "Secured Party".

For valuable consideration, receipt of which is hereby
acknowledged, Debtor hereby grants to Secured Party a security
interest in the following described property together with any and
all additions and accessions thereto, herein tentatively called
Collateral:

All automotive paint products bearing the labels and
trademarks of Secured Party and the proceeds from the sale of
such products, as well as associated products manufactured
and/or sold by Secured Party and the proceeds from the sale
of such products, which were sold to Debtor by Secured Party
to secure payment of invoices issued by Secured Party to Debtor
now existing or hereafter arising (all hereinafter called the
"Obligations").

Debtor hereby warrants and covenants that:

1. Location of collateral. The Collateral shall be located
at the address(es) indicated on Exhibit A until and
unless sold by Debtor in the ordinary course of
business.
2. Debtor's rights in collateral. Debtor hereby warrants
and covenants that, except for the security interest
granted hereby, Debtor is the owner of Collateral free

from any prior lien, security interest, or encumbrance. Debtor shall defend Collateral against all claims and demands of all persons at any time claiming Collateral or any interest therein.

3. Filing. No financing statement covering Collateral or any proceeds thereof is on file in any public office. Debtor shall immediately notify Secured Party in writing of any change in address from that shown in this Agreement. Debtor shall also on demand furnish to Secured Party such further information, shall execute or join in executing and deliver to Secured Party such financing statements and other papers, and shall do all such acts and things as Secured Party may at any time reasonably request that may be necessary or appropriate to perfect and maintain a valid security interest in Collateral as security for the obligation, subject to no prior liens or encumbrances.
4. Default. The happening of any of the following events and/or conditions shall constitute default under this Agreement:
- a) failure and/or delay in the payment and/or performance of any obligation, covenant, or liability contained and/or referred to herein or in any note evidencing any part of the obligation.
 - b) material falsity when made and/or furnished to Secured Party by or on behalf of Debtor in connec-

tion with this Agreement or to induce the Secured Party to make a loan to Debtor.

- c) loss, theft, substantial damage, destruction, sale, or encumbrance to or any of Collateral, or the making of any levy, seizure, or attachment thereof or thereon.
- d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

5. Remedies. On any default hereunder or at any time thereafter, such default not having previously been cured, the Secured Party at its option may declare all of its obligations to be immediately due and payable and shall then have the remedies available to a Secured Party of this State or any other applicable law. Such remedies shall include, without limitation thereof, the right to take possession of Collateral, and for that purpose Secured Party may, so far as Debtor can give authority therefor, enter on any premises on which Collateral or any part thereof may be situated and remove the same therefrom. Secured Party may require Debtor to make Collateral available to Secured Party at a place

to be designated by Secured Party that is reasonably convenient to both parties. Unless Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expenses of retaking, holding, preparing for sale, selling, or the like shall include Secured Party's reasonable attorney's fees and legal expenses.

6. Waiver. No waiver by Secured Party of any default shall be effective unless in writing nor operate as a waiver of any other default or of the default on a future occasion.
7. Assignment. This Agreement may not be assigned, in whole, or in part, by Debtor; provided, however, that Secured Party may assign this Agreement to any other entity when, and as Secured Party chooses.
8. Term of Agreement and security interest. This Agreement and the security interest in collateral created hereby shall terminate when the obligations have been paid in full.
9. Effect of Agreement. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind the

heirs, legal representatives, and successors of Debtor.

If there is more than one Debtor, the obligations of such Debtors hereunder shall be joint and several.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH IN EXHIBIT A, ATTACHED HERETO, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

Signature (Sign full name in ink
Do not print)

Will J. Lawrence

James R. Pembrell

Secured Party
(To be signed by secured party only if agreement is to be filed).

Debtor

This instrument prepared by Lisa Dabrowski

EXHIBIT A

Debtor hereby warrants and covenants that the Collateral shall be located at the address(es) listed hereunder:

Type and Quantity of Collateral	Address (Street, City, State, Zip)
1. All automotive paint products bearing the labels and trademarks of secured party, as well as, associated products manufactured and/or sold by secured party.	Motorways 7407 Baltimore Annapolis Road Glen Burnie, MD. 21061
2.	
3.	
4.	
5.	

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

550 216

279618

1. Debtor(s):

Motorways
Name or Names—Print or Type
7407 Baltimore Annapolis Blvd. Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

The Sherwin-Williams Company
Name or Names—Print or Type
1726 Edison Highway, Baltimore, MD 21213
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All automotive paint products bearing the labels and trademarks of Secured Party which were sold to Debtor by Secured Party, as well as, proceeds from the sale of such products.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

William T. Lawrence
(Signature of Debtor)

William T. Lawrence, President
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

The Sherwin-Williams Company
(Company, if applicable)

James R. Gambrell
(Signature of Secured Party)

James R. Gambrell, Branch Manager
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address The Sherwin-Williams Company, 1726 Edison Hwy, Baltimore, MD

Lucas Bros. Form F-1

21213

1158



RECORD FEE 11.00
POSTAGE .50
#551600 0777 R03 T11:37

01/08/70

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#658200 C237 R02 T12:42
01/08/90



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 301 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: Jan 2, 1990

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(237-89)

1000

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518 Page No. 582
ID No. _____

- 1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

RECORD FEE 10.00
 POSTAGE .50
 #658210 C237 R02 T12:42
 01/08/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 9) as shown on the Plats entitled "Phase 12, Building 9, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, pages 33 through 37, inclusive, Plats No. E-2083 through E-2087 inclusive.

Dated: Jan 2, 1990 FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
S. C. [Signature]
Vice President

- FILE IN:
- () SDAT
 - () Land Records
 - (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(209-89)

100
32

550 PAGE 219

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

RECORD FEE 10.00
POSTAGE .50
#658220 0237 R02 T12:42
01/08/90

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 302 (Building 10) as shown on the Plats entitled "Phase 11, Building 10, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-42, page 50 and in Condominium Plat Book E-43, pages 1 through 4, inclusive, Plats No. E-2100 through E-2104 inclusive.

Dated: Jan 2, 1990

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nielsen*
Scott C. Nielsen

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(218-89)

12 00
52

UNIFORM COMMERCIAL CODE
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 518
ID No. _____

Page No. 582

1. Debtor: Cromwell Fountain Associates
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#658230 0237 R02 T12:43
01/08/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. Secured Party: First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910



From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 304 (Building 8) as shown on the Plats entitled "Phase 13, Building 8, Cromwell Fountain - Section 1", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-43, pages 14 through 18, inclusive, Plats No. E-2114 through E-2118 inclusive.

Dated: Jan 2, 1990

FIRST AMERICAN BANK OF MARYLAND

By: *Scott C. Nicholson*
Scott C. Nicholson
Vice President

FILE IN:

- () SDAT
- () Land Records
- (X) Financing Statements

Return to: Northco Title Corporation
P.O. Box 1330
Glen Burnie, Maryland 21061
(206-89)

10⁰⁰
12

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$...13,500.00

1. Name of Debtor(s): Floyd H. Zablonty
Address: 2411 Crofton Lane
Suite 19
Crofton, MD 21114

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
2001 Davidsonville Road
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:
See Attached Exhibit 'A'

4. Check the statements which apply, if any, and supply the information indicated:

TW

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
RECORD TAX 94.50
POSTAGE .50

#551640 0777 R03 T11:45

01/08/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s):
Floyd H. Zablonty
.....
Floyd H. Zablonty
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Laurie D. Appel*
.....
Laurie D. Appel, Branch Officer
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11- 94.50
.50

FINANCING STATEMENT

BY

FLOYD ZABLOTNY, Debtor

AND

FIRST AMERICAN BANK OF MARYLAND, Secured Party

This financing statement covers the following types (or items) of property (the "Collateral"):

- 1) One (1) Softdent Dental Management Software Program (Multi-User Version)
- 2) One (1) Word Perfect Executive Wordprocessor
- 3) One (1) ACER 1100 386 Personal Computer w/2 MEG of RAM, 100 Megabyte Hard Disk, 40 Megabyte Tape Backup and Battery Backup (Serial #A2812090314-8)
- 4) One (1) ACER VGA Color Monitor (Serial #M701507432)
- 5) One (1) ACER 1030 Workstation, 640KB RAM (Serial #A103005947H), VGA Color Monitor (Serial #M701510367)
- 6) One (1) Citizen HfP-550 Near Letter Quality Printer (Serial #500ZC000265)
- 7) One (1) Citizen GSX-140 True Letter Quality Printer (Serial #AH1D10745)

Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substiutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$20,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Murray, Martin & Olson, Inc.
Address 175 Admiral Cochrane Drive, P.O. Box 186, Annapolis, MD 21404

2. SECURED PARTY

Name Meridian Bank
Address 601 Penn Street, Reading, PA 19603
Dianne Meyer, Esquire, Duane, Morris & Heckscher
1500 One Franklin Plaza, Philadelphia, PA 19102
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's present and future accounts, chattel paper, contracts, documents, equipment, fixtures, general intangibles, instruments, inventory and accessions to and proceeds of any of the foregoing including insurance proceeds as more fully described in Exhibit A.

Name and address of Assignee



RECORD FEE 11.00
RECORD TAX 140.00
POSTAGE .50
#551650 CTTT R03 T11:46
01/08/90

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

H. ERLE SCHAFER
HA CO. CIRCUIT COURT

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert C. Mason, V.P.
(Signature of Debtor)

Murray, Martin & Olson, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

140.50

DEBTOR: Murray, Martin & Olson Inc.

550 211

EXHIBIT A

Certain terms used in this financing statement shall have the following meanings:

- "accounts" means all right, title and interest which Debtor has acquired or may hereafter acquire in or to any of the following property, wherever now or hereafter located: accounts, chattel paper and instruments as those terms are defined in the Uniform Commercial Code, and contract rights, the latter term meaning any right to payment under a contract not yet earned by performance and not evidenced by an instrument or chattel paper.

- "general intangibles" shall have the meaning given to it in the Uniform Commercial Code and shall include but not be limited to tax refunds, patents, trademarks, service marks, tradenames, copyrights and other intellectual property and proprietary rights; books and records, including billing records, customer lists, expiration and renewal lists and other data storage and processing media.

- "inventory" means all right, title and interest which Debtor has or may hereafter acquire in or to any of the following property, wherever now or hereafter located: all goods, or any interest therein, held by Debtor for sale or lease, and all raw materials, goods in process, materials and supplies of every description which are used or consumed in Debtor's business, including without limitation, inventory and documents of title as those terms are defined in the Uniform Commercial Code, and any such goods which are leased or consigned to others.

- "equipment" means all right, title and interest which Debtor has or may hereafter acquire in or to any of the following property, wherever now or hereafter located: machinery, equipment, fixtures, furniture, tools and motor vehicles; all accessories, parts and equipment now or hereafter affixed to any of the foregoing or used in connection therewith; and any goods defined as equipment under the Uniform Commercial Code, whether or not any of the foregoing property constitutes fixtures.

- "proceeds" shall have the meaning given to it in the Uniform Commercial Code and shall additionally include but not be limited to, whatever is received upon the use, lease, sale, exchange, collection or other utilization or any disposition of any accounts, inventory or equipment, whether cash or non-cash, and including without limitation, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment, inventory and insurance proceeds; and all such proceeds of the foregoing.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279625

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated January 2, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR File # folio # Liber #

Name The Arundel Cooling & Heating Co., Inc.
Address 707 Nursery Rd. Linthicum, MD 21090

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
Address 5740 Executive Drive P.O. Box 3296
Baltimore, MD 21228

Person And Address To Whom Statement Is To Be Returned If Different From

RECORD FEE

11.00

4881075

0777 R03 T11.55

01/05/90

H. ERLE SCHAFER

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

Name and address of Assignee

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

NOT SUBJECT TO RECORDATION TAX

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John L. Van Horne, Sr. (Signature of Debtor)

John L. Van Horne, Sr. President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

D.R. Williams, Jr. BRanch Operations Manager
Type or Print Above Signature on Above Line

118

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275607

RECORDED IN LIBER 535 FOLIO 248 & 249 ON 12/6/88 (DATE)

1. DEBTOR

Name Furman Lumber, Inc.

Address 32 Manning Road, Billerica, MA 01821

2. SECURED PARTY

Name BancBoston Leasing Inc.

Address 100 Federal Street, Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 30, 2000

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

AMENDMENT TO CHANGE CORPORATE ADDRESS OF DEBTOR FROM:

Furman Lumber, Inc. #551830
108 Massachusetts Ave. 0777 R03 T11:55
Boston, MA 02115 01/08/90

H. ENLE SCHAFER
AA CO. CIRCUIT COURT

RECORD FEE 10.00
POSTAGE .50

Dated 11/24/88
Furman Lumber, Inc.

[Signature]
Signature of Debtor

[Signature]

(Signature of Secured Party)
BancBoston Leasing Inc. Unit Manager

Type or Print Above Name on Above Line

Controller George R. Gray
Type or Print Above Name on Above Line

10.00

FINANCING STATEMENT

279626

- 1. X To be Recorded in the financing statement records of Anne Arundel ~~City~~ County, Maryland
- 2. To Be Recorded in the Land Records of City/County, Maryland.
- 3. X To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- 4. Not subject to Recordation Tax.
- 5. X Subject to Recordation Tax on an initial debt in the principal amount of \$ 86,000.00 (\$). The Debtors(s) certifies that with the filing of this Financing Statement or a duplicate of this financing statement, the recordation tax on the initial debt has been paid.

6. Debtor(s) Names(s) Address(es)

Photographic Processing Inc.

6700 Curtis Drive
Glen Burnie, Md. 21061
 Address

7. Secured Party

The First National Bank of Maryland

25 South Charles Street
Baltimore, Maryland

RECORD FEE 13.00
 RECORD TAX 602.00
 POSTAGE .50

#551890 0777 R03 T11:58
01/08/90

8. The term "Collateral" shall mean all items enumerated below. Unless otherwise defined, all terms used herein including, but not limited to, "proceeds" and "products" shall be given the same meaning herein as given when used in the Uniform Commercial Code as adopted in the state of Maryland.

9. This Financing Statement covers, and Debtor hereby grants to Secured Party a security interest in, the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

(i) All of Debtors now owned and hereafter acquired equipment and fixtures ("Equipment") located at 6700 Curtis Drive, Glen Burnie, Md. 21061 including but not limited to, the equipment known as an Accudata Photographic Processor and more fully described and reflected in Exhibit "A" attached hereto.

(ii) All proceeds of Equipment and other Collateral;

13
602
-52

H. ERLE SCHAFER
CLERK OF DISTRICT COURT

(iii) Any Accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as the proceeds thereof; and

(iv) All of the books and records evidencing any of the above described Collateral.

DEBTOR:

SECURED PARTY:

PHOTOGRAPHIC PROCESSING, INC.

THE FIRST NATIONAL BANK OF MARYLAND

By: Melvin C. Long

By: Stephanie P. Yancy

Title: President

Stephanie P. Yancy

Address where Collateral will be located:

6700 Curtis Drive, Glen Burnie, Md. 21061

EXHIBIT A

Quantity	Product
1	V-7 Candid Printer Base, with ACCUDATA printer controller, hardware for seven standard crop sizes, LSB-2 Lamphouse w/flags and installation (365298)
1	Integrator for negative analyzing (364240)
3	Square Negative Carriers Crops C,D,E
1	Set Crop A+ Borderless Optics: 1(11x14"); 1(8x10"); 2(5x7"); 2(3.5x5"); 4(wallets)
1	Set each Crop B, F, and G Borderless Optics: 1(11x14"); 1(8x10"); 2(5x7"); 2(4x5"); 4(wallets)
1	Set each Crop C, D, and E Borderless Optics: 1(11x14"); 1(10x10, 8x10"); 2(5x7"); 2(5x5, 4x5"); 4(wallets)

To Be Recorded In The Land Records
And In The Financing Statement
Records Of The Circuit Clerk Of
Anne Arundel ~~XXX~~ County And
Among The Financing Statement
Records Of The State Department
The of Assessments and Taxation

Subject To Recording Tax Of _____
On Principal Amount Of _____
Which Was Paid To The Clerk Of The
Circuit Court Of _____ City/County
Upon The Filing Of A Deed of Trust
in the Land Records of Anne Arundel Co.
City/County, Maryland

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR: Photographic Processing, Inc.
6700 Curtis Drive
Glen Burnie, Maryland

2. SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, MD 21201,

Attention: Stephanie Yancy

3. This Financing Statement covers and the Debtor grants and conveys to
the Secured Party a security interest in and to the following:

a. All plant apparatus, equipment, machinery, fittings, appliances,
furniture, furnishings, and fixtures, and other chattels and
personal property and replacements thereof, now or at any time
hereafter affixed or attached to, incorporated in, placed upon,
or in any way used in connection with the current or future
utilization, enjoyment, occupation, or operation of the real
property and improvements located at 6700 Curtis Avenue, Glen
Burnie, Anne Arundel County, Maryland and described on Exhibit
"A" attached hereto (herein the "Real Property") including by way
of example and not by way of limitation, all lighting, heating,
ventilating, air conditioning, incinerating, sprinkling, laundry,
lifting and plumbing fixtures and equipment, water and power
systems, loading and unloading equipment, burglar alarms and
security systems, fire prevention and fire extinguishing systems
and equipment, engines, boilers, ranges, refrigerators, stoves,
furnaces, oil burners or units communication systems and
equipment, dynamos, transformers, motors, tanks, electrical
equipment, elevators, escalators, cabinets, partitions, ducts,
compressors, switchboards, storm and screen windows and doors,
pictures, sculptures, awnings and shades, signs and shrubbery.



RECORD FEE 17.00
POSTAGE .50
#551890 0777 R03 T11:58
01/08/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

M 52

- d. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals, and replacements thereof.
- o. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property or for any other reason whatsoever, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- t. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits under or by reason of the Real Property, including, but not limited to, those that may constitute accounts, and also including any deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the

contract price of any contract of sale for all or any portion of the real Property.

- 1. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- 4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Deed of Trust or even date herewith and recorded among the Land Records of the Circuit Court for Anne Arundel County from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of one pages.
- 5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above-described collateral.

DEBTOR: Photographic Processing, Inc.

BY:

Melvin C. Long
President

TITLE:

TO FILING OFFICER: After this Statement has been recorded, please return to:

FIRST NATIONAL BANK OF MARYLAND
~~XXXXXXXX~~ 18 West Street
 ATTN: Stephanie Yancy
 Banc Code: 121-011
~~XXXXXXXXXXXXXXXXXXXX~~
 Annapolis, Maryland 21401

EXHIBIT A

DESCRIPTION

That parcel of land located in the Fifth Election District, Anne Arundel County, Maryland described as follows:

Beginning for the same at a point on the southeast side of Curtis Drive located N 24 degrees 13 minutes 42 seconds E 380.90 feet from the northwest end of the gusset line connecting the southeast side of Curtis Drive and the northeast side of Curtis Court as shown on "Plat 2, Section 4, and Resubdivision of Baymeadow Plat 1, Section 1", recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 68, Page 15, running thence and binding on the southeast side of Curtis Drive (1) N 24 degrees 13 minutes 42 seconds E 254.00 feet thence binding reversely on part of the N 49 degrees 17 minutes 48 seconds W 301.68 foot flood plain line as shown on said plat (2) S 49 degrees 17 minutes 48 seconds E 208.00 feet, thence two courses: (3) S 24 degrees 13 minutes 42 seconds W 195.01 feet and (4) S 65 degrees 46 minutes 18 seconds W 199.46 feet to the place of beginning.

Containing 1.0280 of an acre of land.

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):
 Franki Northwest Company
 P.O. Box 3487
 Crofton MD 21114
 M-35716

(2) Secured Party(ies) (Name(s) And Address(es):
 Alban Tractor Co Inc
 P.O. Box 9595
 Baltimore MD 21237

(3) (a) Collateral is or includes fixtures.
 (b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
 (c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
 If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer



RECORD FEE 11.00

POSTAGE .50

#551910 0777 R03 T11:59

01/08/90

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Integrated Tool Carrier IT28B S/N:1HF01478

H. ERLE SCHAFER
 MD CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s)

Secured Party(ies) [or Assignees]

Franki Northwest Company

Alban Tractor Co, Inc

(By) Greg Priete Greg Priete-President

(By) [Signature]

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

BOOK 550 PAGE 225

279629

Anne Arundel County Clerk

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

If subject to recordation indicate amount of debt below. \$ _____

Identifying File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 1. DEBTOR (OR ASSIGNOR)

Name ANNE ARUNDEL EXCAVATING, INC.

Address P.O. Box 369, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE) SECURED PARTY:

Name Equipment Finance, Inc.

Address P.O. Box 4926, Lancaster, PA 17604

ASSIGNEE: EQUIPMENT FINANCE, INC. P. O. Box 4926 Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Used Fiat Allis Crawler Loader, Model FL10C, S/N 113693
One (1) Used Dresser Wheel Loader, Model 520B, S/N C006326
One (1) Used Dresser Vibratory Compactor, Model VOSD66A, S/N 490180
One (1) Used Gradall Hydraulic Excavator, Model G880, S/N G99003
One (1) Used Allis Chalmers Crawler Tractor, Model H016, S/N 12709
One (1) Used Read Portable Screening Plane, Model RD40A, S/N 40A609388
One (1) Used Dresser Crawler Tractor, Model TD8E, S/N 10388
One (1) Used EUE Spectraphysics Level Laser, S/N 44884
Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
#551920 C777 R03 T12:00
01/08/90
ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

ANNE ARUNDEL EXCAVATING, INC.
(Signature of Debtor or Assignor)

EQUIPMENT FINANCE, INC.
(Signature of Secured Party or Assignee)

George A. Edwards, President
(Signature of Debtor or Assignor)

(Signature of Secured Party or Assignee)

1/30

Exhibit A

to that certain UCC-1 financing statement between G.C. Murphy Company as Debtor and The CIT Group/Equipment Financing, Inc. as Secured Party.

Debtor has no power to sell, transfer or otherwise dispose of, or encumber, the property (as described in the following paragraph) except as specifically permitted pursuant to the provisions of the Loan and Security Agreement dated as of October 27, 1989 by and among Ames Department Stores, Inc., A-M-K Corp., Gaylords, Inc., Zayre Central Corp., AKD, Inc., Ames Realty I, Inc., Eastern Retailers Service Corporation, G.C. Murphy Company (the name of which is being changed to Ames-G.C. Company, Inc.), King's Department Stores, Inc.; King's Department Stores of Lansdale, Inc.; and Clinton Trading Corp. and The CIT Group Equipment/Financing, Inc.

Any and all present and hereafter acquired items of equipment, machinery, furniture, fixtures, leasehold improvements, and other equipment of any kind and nature of Debtor which initially are to be located at those store locations set forth below, whether or not such items are thereafter located at such store locations, together with all accessories, parts (including spare parts), repairs, replacements, substitutions, attachments, modifications, renewals, additions, improvements, upgrades and accessions of, to or upon such items of equipment, machinery, furniture, fixtures, leasehold improvements, tools, supplies, and other property, excluding, however:

(i) all Hughes Network Systems, Inc. very small aperture terminals and related equipment located at the host and store sites (which shall include Zayre Department Stores), including but not limited to telecommunications hardware for interface between Ames Department Stores, Inc.'s ("Ames") host computer system and the Hughes Shared Master Earth Station, Ames' store system hardware, satellite dishes, antennae, RF heads, auxiliary electronics units, antenna mounting assemblies, IFL/TVRO cabling, digital interface units, and de-icing kits, whether now owned or hereafter acquired, together with substitutions therefor and all increases, parts, fittings, accessories, special tools, accessions or replacements thereof, and the proceeds thereof, cash and non-cash, including proceeds of the insurance covering the foregoing equipment against fire, theft or any other physical damage or loss;

(ii) All Racal Milgo modems, Timeplex, Inc. communication multiplexing equipment, Telenex Corp. data transmission/troubleshooting equipment, T.H. Maguire & Associates data patching equipment and cableing and IBM 3745 front end processor (Serial No. 23-01139), whether now owned or hereafter acquired, together with substitutions therefor and all increases, parts, fittings, accessories, special tools, accessions or replacements thereof, and the proceeds thereof, cash and non-cash, including proceeds of the insurance covering the foregoing equipment against fire, theft or any other physical damage or loss; and

(iii) all items of Debtor's personal property against which UCC-1 financing statements have been filed prior to October 27, 1989.

Initial Store Locations

EXHIBIT B TO THE UCC

DEBTOR
G. C. MURPHY COMPANY
(BEING CHANGED TO AMES -
G. C. MURPHY COMPANY, INC.)

<u>STORE NO.</u>	<u>LOCATION</u>
522	8107 JUMPERSHOLD ROAD PASADENA, MD 21122 (301) 761-9260
568	WEDDINGTON PLAZA, US RT. 23N PIKEVILLE, KY 41501 (606) 432-0101
581	600 SILVER BRIDGE PLZ. ST. RT. 7 GALLIPOLIS, OH 45631 (614) 446-9540
599	WESTERN FAIR PLAZA, 4351 KIRK RD YOUNGSTOWN, OH 44511 (216) 792-6545
600	2025 WEST STATE STREET ALLIANCE, OH 44601 (216) 823-8140
604	2672 ELM ROAD N.E. WARREN, OH 44483 (216) 372-2800
606	4041 PARKMAN RD. N.W. WARREN, OH 44485 (216) 898-7801
607	1831 STATE RT. 59 KENT, OH 44240 (216) 678-2550

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$_____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to _____

5. Debtor(s) Name(s): Maryland Manor of Glen Burnie, Inc. Address(es): 7575 E. Howard Street
Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: AARU
Post Office Box 987, Mailstop 500-270
Attention: L. Edwards Baltimore, Maryland 21203
(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Manor of Glen Burnie, Inc. Secured Party: Maryland National Bank

By: Carl A. Brunetto (Seal)
Type name and title, if any Carl A. Brunetto,
President

By: Jan H. Sheehan (Seal)
Type name and title Jan H. Sheehan
Assistant Vice President

11510

Mail To:
Maryland National Bank
Attn: AARU
1713 West Street
Annapolis, Maryland 21403

RECORD FEE 11.00
.50
#001750 0777 R03 T12:04
01/08/90
SCHAFFER
AA CO. CIRCUIT COURT

279632

550 331

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
EARNEST & ASSOCIATES INC
7455 NEWRIDGE RD
SUITE N
HANOVER, MD 21076

2. Secured Party(ies) and address(es)
IBM CREDIT CORPORATION
DEPARTMENT 577 / 19A
290 HARBOR DRIVE
STAMFORD, CT 06904

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
#551980 CT77 R03 T12:06
01/08/90

4. This financing statement covers the following types (or items) of property:
IBM EQUIPMENT QTY-TYPE QTY-TYPE QTY-TYPE
QTY-TYPE QTY-TYPE QTY-TYPE
001-3151 001-6150 001-6153 002-6157
RECORDATION TAX IS NOT REQUIRED (SELLER RETAINING SECURITY FOR PRICE)

5. Assignee(s) of Secured Party Address(es)
ERLE SCHAFER
AA CO. CIRCUIT COURT

REFERENCE IBM SUPPLEMENT NUMBER 077664 DATED 12/15/89

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
EARNEST & ASSOCIATES INC

IBM CREDIT CORPORATION

By: [Signature] ATTORNEY IN FACT
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

550 232

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
Holiday Rambler Corporation 65528 State Road 19 Wakarusa, Indiana 46573	Heller Financial, Inc. 200 North LaSalle Street Chicago, Illinois 60601	RECORD FEE 10.00 POSTAGE .50 #551990 0777 R03 T12:08

4 This statement refers to original Financing Statement No. 266007* Dated _____, 19____ Filed with Anne Arundel County, Maryland, 19 01/08/90

5 Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6 Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7 Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8 Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9 Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10 _____

*Book 508
Page 34

Signature(s) of Debtor(s) if an Amendment _____

Dated: _____, 19____

Heller Financial, Inc.
By: [Signature] Its: AVP
Signature(s) of Secured Party(ies)

550 233

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Holiday Rambler Corporation
65528 State Road 19
Wakarusa, Indiana 46573

Heller Financial, Inc.
200 North LaSalle Street
Chicago, Illinois 60601

RECORD FEE 10.00
POSTAGE .50
#032000 0777 503 712:09
01/08/90

4 This statement refers to original Financing Statement No. 266008* Filed with Anne Arundell County, Maryland Dated
Date filed: 2/9/87

- 5 Continuation.
- 6 Termination.
- 7 Assignment.
- 8 Amendment.
- 9 Release.

The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is ~~terminated~~ **terminated** by the Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
 The secured party's right under the financing statement bearing file number shown above to the assignee whose name and address appears in Item 10.
 Financing Statement bearing file number shown above is amended as set forth in Item 10.
 Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10
*Book 508
Page 39

FIXTURE FILING - SEE EXHIBIT A IN LEGAL DESCRIPTION

.....
 Signature(s) of Debtor(s) if an Amendment
 Dated:, 19

Heller Financial, Inc.
 By: *[Signature]* Its: *AVP*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY—ALPHABETICAL

ucc-3

165c

LEGAL DESCRIPTION

24,990 square feet of space, more or less, situate on the 1st floor of the building (hereinafter called the "Building"), which Building is presently a shell structure erected and constructed on that parcel of land situate and lying in the Fifth Election District of Anne Arundel County, Maryland, in the development known as "Parkway Industrial Center", said parcel consisting of 14.79 acres of land, more or less, being the lot or parcel known as Lot 18A, Section 12, of Parkway Industrial Center, outlined in red on the plat attached hereto and made a part hereof as "Exhibit B1", said plat dated 7/76; and as described on the metes and bounds description, entitled Revised Lot 18A, dated 7/16/76, attached hereto as "Exhibit B2", which plat and description were prepared by C.D. Messick, Jr. and Associates, Inc., Consulting Engineers and Surveyors. Said parcel of land is referred to hereinafter as "Parcel B". Exhibit B1 shows the location of the Building on Parcel B and the location of the interior portion thereof containing 24,990 square feet, comprising the demised premises. The Landlord shall erect and construct certain additions and improvements to the interior portion of the Building comprising the demised premises, at the expense of the Landlord, pursuant to the plans and specifications attached hereto as Exhibit A, and initialed by representatives of the parties for identification, and incorporated herein by reference.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 501

Page No. 384

Identification No. 263159

Dated August 7, 1986

1. Debtor(s) { Larry C. Velten and Kathleen M. Velten
 Name or Names—Print or Type
5 Sunset Circle Pasadena, Maryland 21122
 Address—Street No., City - County State Zip Code

MAIL TO:

2 Secured Party { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____



RECORD FEE 13.00

POSTAGE .50

4. Check Applicable Statement:

#550740 0777 R03 T10:30

01/08/90

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

H. ERLE SCHAFER
CIRCUIT COURT

Dated: December 13, 1989

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1352



JES/12-29-89
5376M

279633

550 236

To be recorded
among Land Records
(Anne Arundel County)
in Financing Statement
Records (Anne Arundel County)
with State Department of
Assessments and Taxation

Not subject to recordation
tax:

Principal amount is
\$300,000.00

The appropriate amount of documentary stamps are affixed to
a deed recorded or to be recorded among the Land Records of
Anne Arundel County, Maryland.

RECORD FEE 18.00
POSTAGE .50
#660640 C237 R02 T14:42
01/09/90

FINANCING STATEMENT



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

1. Debtor:

Address of Debtor:

HA LIMITED PARTNERSHIP, a
limited partnership orga-
nized and existing under
the law of Maryland,

HA Limited Partnership
c/o The Fedder Company
514 Crain Highway
Glen Burnie, Maryland 21061

2. Secured Parties:

Address of Secured Party:

THE VILLAGE OF CROSS KEYS,
INCORPORATED, a
Maryland corporation

The Village of Cross Keys,
Incorporated
c/o The Rouse Company
10275 Little Patuxent Parkway
Columbia, Maryland 21044
Attention: General Counsel

HARUNDALE MALL ASSOCIATES
LIMITED PARTNERSHIP, a
Maryland limited partnership

HARUNDALE MALL ASSOCIATES
LIMITED PARTNERSHIP, a
Maryland limited partnership,
having an address at
c/o The Rouse Company,
10275 Little Patuxent Parkway,
Columbia, Maryland 21044

3. This Financing Statement covers all of the Debtor's
right, title and interest in and to:

3.1. All equipment, machinery, apparatus, fit-
tings, building materials and other articles of personal
property of every kind and nature whatsoever, now or here-
after located in or upon any interest or estate in any or
all of the land which is hereinafter described and used or
usable in connection with any present or future operation
of such land and now owned or hereafter acquired by the
Debtor, including, by way of example rather than of limita-
tion, all heating, lighting, laundry, clothes washing,
clothes drying, incinerating and power equipment, engines,
pipes, tanks, motors, conduits, switchboards, plumbing,
lifting, cleaning, fire prevention, fire-extinguishing,
refrigerating, ventilating, and communications apparatus,
television sets, radio systems, recording systems, air-
cooling and air-conditioning apparatus, elevators, esca-
lators, shades, awnings, draperies, curtains, fans, furni-
ture, furnishings, carpeting, linoleum and other floor

18⁰⁰
1852

Return TO: CHICAGO TITLE INSURANCE COMPANY
Mercantile-Towson Building
409 Washington Avenue
Towson, Maryland 21204



coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located on approximately 3.11 acres in Anne Arundel County, Maryland, which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Promissory Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) (the "Promissory Note"). The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of the Promissory Note, and that certain deed of trust and security agreement referred to in paragraph 4 above, which secures the payments due under the Promissory Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 Replacement Volume, as amended).

Debtor:

Secured Parties:

HA LIMITED PARTNERSHIP, a limited partnership organized and existing under the law of Maryland

THE VILLAGE OF CROSS KEYS, INCORPORATED, a Maryland corporation,

by: Joel D. Fedder (SEAL)
Joel D. Fedder, its
general partner

by: Ronald C. Wickwire (SEAL)
Name: Ronald C. Wickwire
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

JES/12-29-89
5376M

BOOK 550 PAGE 238

HARUNDALE MALL ASSOCIATES
LIMITED PARTNERSHIP, a
Maryland limited partnership,

By: Brown-Harundale, Inc.,
its general partner

by: Peter E. Benja (SEAL)

Date: December 29, 1989

To the Filing Officer: After this Statement has been recorded,
please mail the same to Jane E. Sheehan, Esquire, Frank,
Bernstein, Conaway & Goldman, Suite 1700, 300 East Lombard
Street, Baltimore, Maryland 21202.

EXHIBIT A

Description of the Land

BEING ALL OF THAT certain land located in the Third (3rd) Assessment District of Anne Arundel County, Maryland, known, shown and designated as Lot No. 1 on that certain Subdivision Plat dated November, 1989, prepared by RLS Design Group, entitled "Subdivision of P/O Parcel 498, HARUNDALE OFFICES, 3rd Assessment District, Anne Arundel Co., MD., Tax Map 10, Blk 19, P/O P.498, recorded among the Plat Records of Anne Arundel County, Maryland, as Plat No. 6546, Book 125, Page 22.

MN 01.FIS
1840

279634

550 140

FINANCING STATEMENT

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RECORD FEE 18.00
POSTAGE .50
#660850 C237 R02 T14:42
01/09/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

HA LIMITED PARTNERSHIP
c/o Fedder Management Corporation
514 S. Crain Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND NATIONAL BANK
Real Estate Industries Group
10 Light Street, 19th Floor
Baltimore, Maryland 21202
Attn: Susan A. Ford
Vice President

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A

CHICAGO TITLE INSURANCE COMPANY
Mercantile-Towson Building
409 Washington Avenue
Towson, Maryland 21204

1800
1813

attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a certain Deed of Trust, Assignment and Security Agreement dated December 29, 1989 from the Debtor for the benefit of Constance M. Creamer and Margaret D. Kirmil, Trustees, and intended to be recorded among the aforesaid Land Records (the "Deed of Trust").

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement because any recordation tax due has been paid upon the filing of the Deed of Trust.

DEBTOR:

HA LIMITED PARTNERSHIP

By Joel D. Fedder
Joel D. Fedder
General Partner

STATE OF MARYLAND, City OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 29th day of December, 1989, before me, the undersigned Notary Public of said State, personally appeared Joel D. Fedder, who acknowledged himself to be the General Partner of HA Limited Partnership, a Maryland limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized General Partner of said partnership by signing the name of the partnership by himself as General Partner.

WITNESS my hand and Notarial Seal.

Monica M. Zeller
Notary Public Monica M. Zeller



My Commission Expires:

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire
Miles & Stockbridge
10 Light Street, 8th Floor
Baltimore, Maryland 21202

EXHIBIT A

Description of the Land

BEING ALL OF THAT certain land located in the Third (3rd) Assessment District of Anne Arundel County, Maryland, known, shown and designated as Lot No. 1 on that certain Subdivision Plat dated November, 1989, prepared by RLS Design Group, entitled "Subdivision of P/O Parcel 498, HARUNDALE OFFICES, 3rd Assessment District, Anne Arundel Co., MD., Tax Map 10, Blk 19, P/O P.498, recorded among the Plat Records of Anne Arundel County, Maryland, as Plat No. 6546, Book 125, Page 22.

Return To: CHICAGO TITLE INSURANCE COMPANY
Mercantile-Towson Building
409 Washington Avenue
Towson, Maryland 21204

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

1. Debtor(s) (Last Name First) and Address(es):

Gaug's Excavating & Demolition Service
1478 A St. Stephens Church Road
Crownsville, MD 21032

2. Secured Party(ies) Name(s) And Address(es):

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237



RECORD FEE 10.00

POSTAGE .50

For Filing Officer

#552640 CTTT R03 T15:20

01/09/90

3. (a) This statement refers to original Financing Statement bearing File No. 277907 Book 542 Page 242
Filed with Anne Arundel Cty., MD Date Filed 6/14/89
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment of the termination by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.
- 8. Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.

Assignee: General Electric Capital Corporation
600 W. Germantown Pike
Plymouth Meeting, PA 19462

4021769-001

10. Signatures:

By _____
Debtor(s) (necessary only if Item 7 is applicable)

Alban Tractor Co., Inc.

By Mark H. Wells

Secured Party(ies)
Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

BOOK 550 PAGE 245

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): Gaug's Excavating & Demolition Service 1478 A St. Stephens Church Road Crownsville, MD 21032	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	ML RECORD FEE 10.00 POSTAGE .50 For #552650 0777 R03 T15:20 Filing Officer 01/09/90
3. (a) This statement refers to original Financing Statement bearing File No. 277697 Book 542 Page 418 Filed with Anne Arundel Cty., MD Date Filed 6/20/89 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above, is still effective. 5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. Termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement. 6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9. 7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		
9. Assignee: General Electric Capital Corporation 600 W. Germantown Pike Plymouth Meeting, PA 19462		4021769-001
10. Signatures:		
By _____		Alban Tractor Co., Inc.
By _____		By <i>Mark A. [Signature]</i>
Debtor(s) (necessary only if Item 7 is applicable)		Secured Party(ies)
(1) Filing Officer Copy - Numerical	FINANCING STATEMENT CHANGE	Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

BOOK 530 PAGE 246

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

4021810

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):

Robert L. Harris
7997 Nolecrest Road
Glen Burnie, MD 21061
(4021810-001)

2. Secured Party(ies) Name(s) And Address(es):

Alban Tractor Co., Inc.
P.O. Box 9595
Baltimore, MD 21237

RECORD FEE 10.00
POSTAGE .50

3. (a) This statement refers to original Financing Statement bearing File No. 275786 Book 535 Page 565
Filed with Anne Arundel County, Date Filed 12/20 19 88

(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed.

(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

565

For Filing Officer

#552660 0777 R03 T15:21
01/09/90

H. ERLE SCHAFER

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.

9. Assignee: General Electric Capital Corporation
600 W. Germantown Pike
Plymouth Meeting, PA 19462

10. Signatures:

Alban Tractor Co., Inc.

By _____

Debtor(s) (necessary only if Item 7 is applicable)

By _____

Secured Party(ies)

Standard Form Approved by
N. C. Sec. of State
and other States shown above.

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

UCC-3

279635

550 247

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. The Debtor is transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Date No. Filing Office

Anmat Inc.
1133 Odenton Rd.
Odenton, Md 21113-1621

MIDLANTIC COMMERCIAL LEASING CORP.
225 WEST 34th STREET
NEW YORK, N. Y. 10122

RECORD FEE 11.00
#552670 0777 R03 T15+22
01/09/90

5. This Financing Statement covers the following types (or items) of property:

6. Assignee(s) of Secured Party(ies) Address(es)

1 Pettibone Forklift S/N SN6-1532
Not subject to recordation tax. Secured Party is the seller. Together with all additions and/or replacements of any or all parts thereof
 Products of the Collateral are also covered.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

ANMAT INC.
By Matthew M. Matthews Sr.
Signature(s) of Debtor(s)
ANTHONY M. MATTHEW SR

MIDLANTIC COMMERCIAL LEASING CORP.
By P Banks
Signature(s) of Secured Party(ies)

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE

Name FRANKI NORTHWEST COMPANY

Address P.O. BOX 3487, Cronson Blvd., Crofton, MD 21114

2. ~~XXXXXXXXXXXX~~ LESSOR

Name FIRST TRUST COMMUNICATIONS CORPORATION

Address 355 S. Woodward, Suite 265, Birmingham, MI 48009

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

#552680 0777 R03 T15:22

01/09/90

H. ERLE SCHAFER

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) 8x24 Key Service Unit, (3) M7208 Norstar Telephones, (4) M7310 Norstar Telephones, (2) Training Tapes

Location of Equipment: Cronson Blvd. Crofton, MD 21114

Name and address of Assessor

AA CO. CIRCUIT COURT



FILING FOR INFORMATION PURPOSES ONLY. THE TRANSACTION COVERED BY THIS UCC FILING IS CONSIDERED TO BE A TRUE LEASE BY BOTH LESSEE AND LESSOR.

SCH. NO. 89-0077-001

CNTY: MD

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alec C. Bloem

(Signature of ~~XXXXXX~~ LESSEE

FRANKI NORTHWEST COMPANY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of ~~XXXXXXXXXX~~ LESSOR

FIRST TRUST COMMUNICATIONS CORPORATION

Type or Print Above Signature on Above Line

11/10

279637

550 049

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Home Entertainment, Inc. Db: Audio Associates 150 N Jennifer Rd. Annapolis Plaza Annapolis, MD 21401	2. Secured Party(ies) and address(es) YAMAHA ELECTRONICS CORPORATION, USA P.O. Box 6660 Buena Park, CA 90622	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 TW #552490 0777 R03 T15+23 5. Assignee(s) of Secured Party and Address(es) 01/09/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT
---	--	--

4. This financing statement covers the following types (or items) of property:
YAMAHA ELECTRONIC PRODUCTS, AUDIO PRODUCTS, ALL ACCESSORIES OR REPLACEMENT PARTS FOR ANY OF THE FOREGOING, AND SUCH OTHER PRODUCTS OF YAMAHA ELECTRONICS CORPORATION, USA AS MAY BE SOLD TO DEBTOR.

NOT SUBJECT TO RECARDATION TAX.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: **County of Anne Arundel**

Attorney-In-Fact
 By: Jane Reynolds Signature(s) of Debtor(s)
 By: Jane Reynolds Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: George's Welding Service, Inc.
(Name or Names)
6027 Olson Road, Baltimore, MD 21225
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: The CIT Group/Equipment Financing, Inc.
(Name or Names)
1180 W. Swedesford Rd. Berwyn, PA 19312
(Address)

4. This Financing Statement covers the following types (or items) of property:

One - 1989 Ford Model LTL9000 Truck, S/N 1FDZA90W9KVA49003
with Jerdan Model Super 15 Rollback Body

The Undersigned certifies that the appropriate filing fees have been paid to the Motor Vehicle Administration



RECORD FEE 11.00
POSTAGE .50
#552710 CTTT R03 T15:25
01/09/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
George's Welding Service, Inc.
By: *George Menzel* (Title)
George Menzel, President
(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: *Robert E. Polack*
Robert E. Polack, President
(Type or print name of person signing)

By: _____ (Title)

(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

Handwritten initials and scribbles

105
AA Co

4994:11/27/89(2)
AXL75: 2985Q

550 551

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267643 Filed May 18, 1987

Record Reference Liber 512 Page 294

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

RECORD FEE 10.00
TOTAL 10.00
#552780 0777 R03 T15:38
01/09/90

Dated: 12-4, 1989

SECURED PARTY:

H. ERLE SCHAFER

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP. AA CO. CIRCUIT COURT

POSTAGE .50

By: [Signature]
507

#552790 0777 R03 T15:38
01/09/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

103
AA Co

4994:11/27/89(2)
AXL75: 2985Q

550 52

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
File No. 267375 Filed May 6, 1987
Record Reference Liber 511 Page 572

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

RECORD FEE 10.00
POSTAGE .50

#552600 0777 R03 T15:39
01/09/90

Dated: 12-4, 1989 SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP. H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

By: [Signature]
Sof Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

101
AA Co.

4994:11/28/89
AXM01:2989Q

BOOK 550 PAGE 253

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267570 Filed May 12, 1987

Record Reference Liber 512 Page 147

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850



RECORD FEE 10.00
POSTAGE .50
#552810 0777 R03 T15:37
01/09/90

Dated: 12-4, 1989

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: *H. Erle Schaffer*
SVP Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

98
AA Co

4994:11/28/89
AXM01:2989Q

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
 File No. 267376 Filed May 6, 1987
 Record Reference Liber 511 Page 573

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

RECORD FEE 10.00



POSTAGE .50

Dated: 12-4, 1989

#552820 0777 R03 T15:40

SECURED PARTY:

01/09/90

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]
SCHAFER Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

96
AP 5

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY and BROWN'S HONDA CITY
5804 Ritchie Highway
Baltimore, Maryland 21225
- 2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
2660 Townsgate Road
Building 400
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 267277 Filed May 6, 1987

Record Reference Liber 511 Page 574

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850



RECORD FEE 10.00
POSTAGE .50

#052830 0777 R03 T15:40

Dated: 12-4, 1989

SECURED PARTY:

01/09/90

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]
SVP
Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

87
AA Co

4994:11/28/89
AXM02:2990Q

550 PAGE 256

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: WILLIAM E. SCHUILING
c/o Mid-Atlantic Cars, Inc.
10287 Lee Highway
Fairfax, Virginia 22030

2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

RECORD FEE 10.00
POSTAGE .50
#052840 C177 R03 T15:40

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272280 Filed March 31, 1988
Record Reference Liber 525 Page 121

01/09/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850



Dated: 12-4, 1989

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE
FINANCIAL SERVICES CORP.

By: [Signature]
Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

78
AA Co

4994:11/27/89(2)
AXL75: 2985Q

550 57

Together with original F.S.

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: BROWN'S MARYLAND MOTORS, INC.
t/a TOYOTA CITY and BROWN'S TOYOTA CITY
7167 Ritchie Hwy.
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
2660 Townsgate Road, Bldg. 400
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
File No. 272839 Filed May 17, 1988
Record Reference Liber 527 Page 27

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

RECORD FEE 10.00

POSTAGE .50

#552850 0777 R03 T15:41

Dated: 12-4, 1989

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.

01/09/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]
SVP Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

75
AA Co

4994:11/28/89
AXM01:2989Q

550 258

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: HHS ASSOCIATES, INC.
t/a BROWN'S HYUNDAI CITY
7165 North Ritchie Hwy.
Glen Burnie, MD 21061
- 2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
Building 400
2660 Townsgate Road
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272841 Filed May 17, 1988
Record Reference Liber 527 Page 33

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850



RECORD FEE 10.00
POSTAGE .50
#552860 C777 R03 T15:41
01/09/90

Dated: 12-4, 1989

SECURED PARTY:

H. ERLE SCHAFFER

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.

AA CO. CIRCUIT COURT

By: [Signature]
SVP Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

72
AA Co

STATEMENT OF ASSIGNMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: WESH, INC., t/a HONDA CITY and BROWN'S HONDA CITY
5804 Ritchie Highway
Baltimore, Maryland 21225
- 2. NAME AND ADDRESS OF SECURED PARTY: SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP.
2660 Townsgate Road
Building 400
Westlake Village, California 91361

3. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. 272840 Filed May 17, 1988
Record Reference Liber 527 Page 30

4. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the Financing Statement referred to above in the property covered by the original Financing Statement.

MELLON BANK (MD)
1901 Research Boulevard
Rockville, Maryland 20850

RECORD FEE 10.00
POSTAGE .50
ML #552870 C777 R03 T15:42
01/09/90

Dated: 12-4, 1989

SECURED PARTY:

SECURITY PACIFIC AUTOMOTIVE FINANCIAL SERVICES CORP. H. ERLE SCHAFER
AA CO. CIRCUIT COURT

By: [Signature]
Title

RETURN TO: Mellon Bank (MD), 1901 Research Boulevard, Rockville, Maryland 20850

Identification 457-7

Dated 12-14-82

550 REC 280

Eugene Crump

Name or Names -- Print or Type (ANNE ARUNDEL)

1. Debtor(s)

409 ST IVES DR SEVERN PK MD

Address - Street No. City-County State Zip Code
21146

Mail

Sears, Roebuck and Co.
Name or Names -- Print or Type

2. Secured Party

10301 Westlake Drive. Bethesda, Montgomery, MD. 20817
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

- A. Continuation
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: _____
- C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
- D. Other: Termination..... XX
(Indicate whether amendment, termination, etc.) TERMINATION



RECORD FEE 12.00
POSTAGE .50

#552720 0777 R03 T15:25

Dated: 12-27-89

SEARS, ROEBUCK and CO. 01/09/90

Name of Secured Party
H. ERLE SCHAFER

[Signature]
Signature of Secured Party
C.W. Scheer - Credit Central Mgr.
D.J. Reid - Operating Mgr.

185

Mail

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279639

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Handwritten initials TW, date stamp 01/10/90, and other markings.

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain Lease Assignment dated 12/8/89, Schedule # 01, dated 12/8/89 between Assignor as Lessor and LEASE ACCOUNT # 121198 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a NonRecourse Assignment of Rents dated 12/20/89 between Assignor and Assignee:

see attached

CHECK THE LINES WHICH APPLY

(If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)
TransFinancial Leasing Corp.

Handwritten number 3119

Handwritten signature of Bruce J. Winter

Bruce J. Winter, V. P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corporation

Handwritten signature of secured party

(Signature of Secured Party)

Type or Print Above Name on Above Line

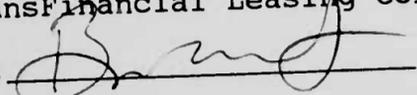
Anne Arundel County

Handwritten number 11.00

EQUIPMENT DESCRIPTION

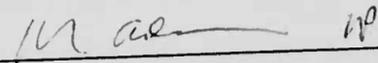
- One (1) New Toyo Injection Molding Machine Model TM200G
w/standard accessories 220v., 13.1 oz shot size
w/core pull s/n 1032029
- One (1) w/TYEC-50 500 x/1-1/4 x 12 barrel head
Novatec 001 03405 MD 50 230/3/60 w/200 Hopper s/n
0006 FOR MD-50; s/n 0485 FOR 200 lb Hopper
- One (1) 001 50248 Loader w/VL 3 115 volt s/n 0732

TransFinancial Leasing Corp.

BY: 

ITS: Bruce J. Winter, V.P.

Societe Generale Financial Corp.

BY:  ip

ITS: _____

PARTIES

Debtor name (last name first if individual) and mailing address: 200Y
MELVIN L. UTZ JR
D-72, HOLIDAY MOBILE EST, CLARK RD
JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:
D-72, HOLIDAY MOBILE EST, CLARK RD
JESSUP MD 20794 1a

Debtor name (last name first if individual) and mailing address:
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
MOBILE HOME ASSOCIATES

HOLIDAY MOBILE EST, CLARK ROAD
JESSUP MD 20794 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.

3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility. 3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

MOBILE HOME ASSOCIATES

By *[Signature]* - Gen. Partner

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

RECORD FEE
AA CO. CIRCUIT COURT

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of _____ County.
- real estate records of _____ County.

Number of Additional Sheets (if any): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:
1990 PALM HARBOR HOMES, INC
28 X 70 SERIAL# 3820 AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
MELVIN L. UTZ JR *[Signature]*

1a
1b 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192

12

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Demby, Janice L. 753 Sequoia Drive Edgewood, MD 21040	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway, # 490 Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #553800 0777 R03 T11:35 01/10/90 H. ERLE SCHAFER
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4. This financing statement covers the following types (or items) of property:

4 replacement windows

This financing statement is not subject to taxes. This financing statement secures an installment purchase or 3rd party purchases.

The seller of the goods is the secured party.

5. Assignee(s) of Secured Party and Address(es)
Chrysler First Fin. Services
6225 Brandon Avenue #205
Springfield, Virginia 22150

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented.

Filed with:

JANICE DEMBY _____
Janice L. Demby
 Signature(s) of Debtor(s)

U.S. Energy Conservation Corp. _____
[Signature]
 Signature(s) of Secured Party(ies)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

279642

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
does not indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Gunther, Martin E. T/A Gunther's Charters
Address 1756 West Drive Pasadena, MD 21122

2. SECURED PARTY

Name Lagusa, Inc.
Address 1205 Belmar Drive, P.O. Box 478 Belcamp, MD 21017
Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

SECURED FEE 18.00
POSTAGE .50
#553910 0777 R03 T11:35
01/10/90
H. ERLE SCHAFER
ASSIGNEE OF THE SECURED PARTY
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Martin E. Gunther T/A Gunther's Charters

Martin E. Gunther
(Signature of Debtor)

MARTIN E. GUNTHER, owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lagusa, Inc.

[Signature]
(Signature of Secured Party)

D. DE VUYST Pres & CEO
Type or Print Above Signature on Above Line

184

CONDITIONAL SALE CONTRACT NOTE Martin E. Gunther T/A

TO: Lagusa, Inc. 1205 Belmar Drive P.O. Box 478 Belcamp, MD 21017

FROM: Gunther's Charters 1756 West Drive Pasadena, MD 21122

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) New Lagusa Panoramic Integral Coach, S/N 1S9CB3117KB167406

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$331,046.70; (2) Less DOWN PAYMENT In Cash \$-0-; (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$50,000.00; (4) CONTRACT PRICE (Time Balance) \$281,046.70

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1756 West Drive Pasadena Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred eighty one thousand forty six and 70/100 Dollars (\$281,046.70)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the day of 19 and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$3,790.17 and the final installment being in the amount of \$148,390.75 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: Jan 3 19 90 BUYER(S)-MAKER(S):

Accepted: Lagusa, Inc. (Print Name of Seller Here) (SEAL) Martin E. Gunther T/A Gunther's Charters (Print Name of Buyer-Maker Here) (SEAL)

By: D. DE VUYST Pres & CEO (Witness as to Buyer's and Co-Maker's Signature) By: Co-Buyer-Maker: (SEAL)

By: Martin Gunther (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments of by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(L.S.)

(L.S.)

(Guarantor-Endorser)

(Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract and certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations, in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(SEAL)

(Corporate, Partnership or Trade Name or Individual Signature)

Signature
of
Seller

By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

ASSIGNMENT

550 PAGE 268

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated _____,

between Laguna, Inc., as Seller/Lessor/Mortgagee and Martin E. Gunther T/A Gunther's Charters 1756 West Drive Pasadena, MD 21122 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 200,000.00.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3 day of Jan, 1990.
Laguna, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature] Pres & CEO

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5A

278613

PARTIES

Debtor name (last name first if individual) and mailing address:

KENNETH L. TAYMAN
#86 LYONS CREEK MHP
LOTHIAN MD 20711 1

Debtor name (last name first if individual) and mailing address:

KERRY B. TAYMAN
#86 LYONS CREEK MHP
LOTHIAN MD 20711 1a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
BRYANT & BRYANT
3262 SUPERIOR LANE #245
BOWIE MD 20715 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

GREEN TREE ACCEPTANCE, INC.
3062 PS BUSINESS CENTER
WOODBRIDGE VA 22192 2a

Special Types of Parties (check if applicable): VA 22192

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

BRYANT & BRYANT

William M. Bryant
President 4

STANDARD FORM - FORM UCC-1 (1-1-89)
Approved by Secretary of Commonwealth of Pennsylvania

530 PAGE 269

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

RECORD FEE 12.00

#553900 0777 R03 T11641

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, 01/10/90 and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- Prothonotary of AA CO. CIRCUIT COURT County.
- real estate records of County.

Number of Additional Sheets (if any): 6

Optional Special Identification (Max. 10 characters): 7

Optional Special Identification (Max. 10 characters): 8

COLLATERAL

Identify collateral by item and/or type:

1974
24 X 60 SERIAL# 0211245AHBH AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES THEREIN AND THERETO: INCLUDING BUT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR THE STATE LAW EQUIVALENT STATUTE."

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____ for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record): 10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 KENNETH L. TAYMAN *Kenneth L. Tayman*

1a KERRY B. TAYMAN *Kerry B. Tayman*

1b _____ 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER

WOODBRIDGE VA 22192

_____ 12

FILING OFFICE ORIGINAL
NOTE - This page will not be returned by the Department of State.

REORDER FROM
Registree, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN, 55303
(612) 421-1713

12

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of additional Sheets Presented:	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): International Motors of Annapolis, Ltd. 211 West Street Annapolis, MD 21401	2. Secured Party(ies) Name(s) and Address(es): Saab-Scania Financial Services Corp. 305 Fellowship Rd. Suite 214 Mt. Laurel, NJ 08054	4. For Filing Officer: Date, Time, No. Filing Office	
5 This statement refers to original Financing Statement No. 275572 filed (date) 12/5/88 with Anne Arundel County		RECORD FEE 12.00 POSTAGE .50 #553910-0777 003 11:42 01/10/90	
6. <input type="checkbox"/> A. Continuation	The original Financing Statement bearing the above file number is still effective.		
<input type="checkbox"/> B. Termination	The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.		
<input type="checkbox"/> C. Release	From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: H. ERLE SCHAFER AA CO. CIRCUIT COURT		
<input type="checkbox"/> D. Assignment	The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.		
<input checked="" type="checkbox"/> E. Amendment	The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required) to add fixtures and all general intangibles located at: 211 West Street, Annapolis, MD 21401		
<input checked="" type="checkbox"/> This statement is to be indexed in the Real Estate Records			

International Motors of Annapolis, Ltd. Saab-Scania Financial Services Corp.
 By [Signature] Pres. By [Signature] V.P. Reg. Mgr.
 Signature(s) of Debtor(s) (only on amendment) (Signature(s) of Secured Party(ies))

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279614

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6760

Name General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

RECORD FEE 11.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above. #553920 0777 R03 T11:42 01/10/90

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

See Exhibit "A" attached hereto and made a part hereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

NOT SUBJECT TO RECORDATION TAX.

PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)

David A. Branta CPA MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)

Thomas E. Myers
Type or Print Above Name on Above Line

1150

EXHIBIT A

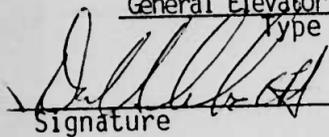
DESCRIPTION OF EQUIPMENT

One (1) 011039 *(2) MOD 30 286-E31,1MB,30M,1 S/N(s): A048383
One (1) 030844 COLOR DISPLAY 12IN (8513) S/N(s): 23CHR16
One (1) 400640 MOUSE (PS2)
One (1) SL4090 SHIPPING CHARGES SERVICE

BOOK 550 PAGE 272

General Elevator Company, Incorporated

Type Full Legal Company Name


Signature

David A. Quaranta, CPA
Print Name

Signature

Print Name

MIS Director
Title

Title

January 1, 1990

Date

January 1, 1990

Date

FINANCING STATEMENT FORM UCC-1

Identifying File # 879645

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR 6762

Name General Elevator Company, Incorporated

Address 601 Nursery Rd., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Diversified Leasing, Inc.

Address 133 Defense Hwy., Suite 106, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit "A" attached hereto and made a part hereof.

RECORD FEE 11.00
POSTAGE .50
#553930 0777 R03 T11:43
01/10/90



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
NOT SUBJECT TO RECORDATION TAX.
PURSUANT TO SECTION 12-108 (K) (4) OF THE ANNOTATED CODE OF MD THIS FINANCING STATEMENT IS FILED TO PUBLICIZE A LEASE OF GOODS AND DOES NOT CREATE A SECURITY INTEREST.

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature] MIS Director
(Signature of Debtor)
David A. Swaranta CPA MIS Director
Type or Print Above Signature on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature] Treasurer
(Signature of Secured Party)
Thomas E. Myers
Type or Print Above Name on Above Line

11/5

EXHIBIT A

DESCRIPTION OF EQUIPMENT

- One (1) ZSP-60096 439 Surge Protector
- One (1) 10823 UAT-16 Key Service Unit
- One (1) 10826 C-22SU-A 2 Key Tel/2 OPX Card
- One (1) 10879 C-MFRU-B DTMF Receiver for OPX
- One (1) 10815 C-3COU-B Line Card
- Five (5) 10816 UAT-16 Key Telephones
- Two (2) 10817 UAT-16 BLF Display Telephones (w/o SPU)
- Two (2) 10812 C-SPDU-A Speakerphone Module
- One (1) 15420A UAT-16 Power Supply

General Elevator Company, Incorporated
 Type, Full Legal Company Name

Signature: *[Handwritten Signature]* Print Name: David A. Quoranta CFA

Signature: _____ Print Name: _____

MIS Director
 Title

December 28, 1989 Date

December 28, 1989 Date



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Rothman, Leonard A.
Rothman, Juliet C.
3064 Rundelac Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

United States Fidelity and
Guaranty Company
100 Light Street
Baltimore, MD 21202

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00

POSTAGE .50

#553940 0777 R03 T11:43



4. This statement refers to original Financing Statement bearing File No. Liber 483 Page 19

Filed with Anne Arundel Co., MD Date Filed 2-27-85 1985

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. This financing statement covers the secured interest in LaSalle/Market Streets Associates, Ltd. The secured party is assigning interest to:

RETURN TO:

LEXIS® DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62708

LaSalle/Market Streets Associates, Ltd.
c/o VMS Realty Investment, Ltd.
8700 West Bryn Mawr Avenue
Chicago, IL 60631

No. of additional Sheets presented:

(621153) 1015 ACC

By: Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Leonard A. and Juliet C. Rothman

By: United States Fidelity and Guaranty Company

By: *Leslie Gesme*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *Ala Lito*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Rothman, Leonard A. Rothman, Juliet C. 3064 Rundelac Road Annapolis, MD XXXX 21401	2. Secured Party(ies) and address(es) LaSalle/Market Streets Associates, Ltd. c/o VMS Realty Investment, Ltd. 8700 West Bryn Mawr Avenue Chicago, IL 60631	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #553950 0777 R03 T11:44 01/10/90
4. This statement refers to original Financing Statement bearing File No. <u>#255725 Liber 483 Page 19</u> Filed with <u>Anne Arundel Co., MD</u> Date Filed <u>2-27-85</u> 19 <u> </u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. This financing statement covers the secured interest in the LaSalle/Market Streets Associates, Ltd., Please amend debtor information as follows: RETURN TO: Zip Code: 21403 LEXIS® DOCUMENT SERVICES P.O. Box 2969 Springfield, Illinois 62708 (621155) 10153/CC No. of additional Sheets presented:		
Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Leonard A. and Juliet C. Rothman		Re: LaSalle/Market Streets Associates, Ltd. By: VMS Realty Investment, Ltd.
By: <u>Leslie Gesme</u> Signature of Debtor(s) (necessary only if Item 8 is applicable).	By: <u>Leslie Gesme</u> Signature of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3		

STATE OF MARYLAND

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

550 PAGE 277

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278011

RECORDED IN LIBER 543 FOLIO 533 ON July 18, 1989 (DATE)

1. DEBTOR

Name Warehouse Equipment Supply Company, Inc.
Address 12011 Guilford Road, #104, Annapolis Junction, MD 20701

2. SECURED PARTY

Name First American Bank of Maryland
Address 8401 Colesville Road, Silver Spring, Maryland 20910
MD-B-34-2, D. Klein

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) N/A

RECORD FEE 10.00

POSTAGE .50

#553970 0777 R03 T11:45

01/10/90

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

AMENDMENT

The name of the Debtor is hereby amended to be:

WAREHOUSE EQUIPMENT SUPPLY CORPORATION

WAREHOUSE EQUIPMENT SUPPLY CORPORATION

By: Benjamin J. Cowley, President

By: Neil B. Sherman, Vice President

Dated Dec 18, 1989

FIRST AMERICAN BANK OF MARYLAND

By: David E. Klein
(Signature of Secured Party)

David E. Klein, Vice President
Type or Print Above Name on Above Line

105

ERLE SCHAFFER
CIRCUIT COURT

FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented: 1250	Maturity Date 3. (Optional):
1. Debtor(s) (Last Name First) and Address(es): Nusbaumer, Jennifer 1004 Spa Rd. Apt. # 201 Annapolis, MD. 21403	2. Secured Party(ies): Name(s) and Address(es): Bank of Kimberling City P. O. Box 580 Kimberling City, Mo. 65686		4. For Filing Officer: Time, Date, No., Filing Office
5. This Financing Statement Covers the Following Types (or Items) of Property: Wedding Ring (1)ct.) 2--Gold Pinky Rings Diamond & Ruby Cocktail Ring Tri-Gold Bracelet Diamond Necklace 2 Gold Chain Bracelets Diamond Earrings Gold Bangle Bracelet			6. <input type="checkbox"/> To be Recorded in Real Estate Mortgage Records RECORD FEE 12.00 POSTAGE .50 #554000 C777 R03 T11:47
<input type="checkbox"/> Proceeds— <input type="checkbox"/> Products of the Collateral are Also Covered:			
7. Description of Real Estate:	8. Name(s) of Record Owner(s):	9. Assignee(s) of Secured Party and Address(es): 01/10/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check <input checked="" type="checkbox"/> if so)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or <input type="checkbox"/> which is proceeds of the following described original collateral which was perfected:			
TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.			
Date: 12/13 1989		By: <i>Bank of Kimberling City</i> <i>Mary Scott</i> (Signature of Secured Party or Assignee of Record. Not Valid Until Signed.)	
(3) FILING OFFICER COPY—ACKNOWLEDGMENT 1250		Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.	

CLERK'S NOTATION
 Document submitted for record in a condition not permitting satisfactory photographic reproduction.

085 000

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. W-M-V 36870

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: Name(s): Thomas C. Mitchell Maria Mitchell Address: 2828 Broadview Terrace Annapolis, MD 21401 Telephone: (H)301-224-4734 (O) 550-9600	B. Secured Party (hereinafter "seller") means: Washington Gas Energy Systems 7720 Southern Drive Springfield, Virginia 22150 Telephone: (703) 354-5700	FOR FILING OFFICER: SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE (Date, Time, Number, and Filing Office)
C. Collateral (hereinafter "products") means: Install an Irrigation System providing optimum water coverage for lawn and shrub areas surrounding existing dwellings as described. Lawn areas described as portion right of driveway outside fence, front house top area adjacent retaining wall only. Shrub areas are defined as front and rear beds, left side driveway, and curb side. System to consist of a weathermatic RM7 controller with mini click rainstat. Weathermatic model 11000 zone valve with standard boxes. Toro model 300 stream rotors, netafim drip system. Backflow prevention device to be type DCV. System piping to be class 200 DVC with heads mounted on swing joints or risers.		Assignee of Secured Party: Washington Gas Light Company 1100 H Street, N.W. Washington, D.C. 20080 Telephone: (703) 750-5881
Employee #6315 Department 499 Anniversary Date 7/19/60		
D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 2828 Broadview Terrace Annapolis Maryland 21401 and all proceeds of such products the legal description of which is LOT 8 SQ/BLK _____ SEC. AA CO. CIRCUIT COURT Broadview Estates South SUBD. Anne Arrundel COUNTY, Maryland and the record owner(s) of which is (are) Thomas C. and Maria Mitchell tax account no. _____		

RECORD FEE 13.00
 POSTAGE .50
 #553150 C777 R03 T09:40

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster and () additional work as follows: _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of window treatment, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 5 to 6 weeks from the date buyer signs this Contract
G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items Employee Price	\$ 6554 40
2. Sales Tax (if applicable)	-- --
3. Cash Price of Services (if applicable)	-- --
4. Total Cash Price (1 + 2 + 3)	6554 40
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check # _____	-- --

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	-- %
7. FINANCE CHARGE (dollar amount credit will cost buyer)	-- --
8. Amount Financed (amount of credit provided to buyer) (4-5)	6554 40
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	6554 40
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 6554 40

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Payroll Deduction	59 Mos	\$ 109 24	Monthly beginning 12/89 (estimated)
	1 Mo	\$ 109 24	months later (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.
A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: By: Harry E. Boice 9-26-89 Date
 Sales Person's License No. 15034
 Seller's License Nos. D.C. _____ VA. _____ MD. 9850
 Buyer and Debtor: By: Thomas C. Mitchell 9/26/89 Date
Maria Mitchell 9/26/89 Date
 Maria Mitchell (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Thomas C. Mitchell By: Maria Mitchell
 1. (WHITE) Original - Recorder of Deeds
 2. (WHITE) Dupl. Orig. - W.G.L. Credit Dept.
 3. (BLUE) W.G.L. Cust. Acctg.
 4. (GREEN) Buyer's Copy
 5. (PINK) Seller, W.G.E.S. Copy
 6. (YELLOW) W.G.L. Credit Dept. Copy
 Revised: 11/86

6315

1-50

T.M.C. SEP 28 1989

TRUTH IN LENDING DISCLOSURES

CONTRACT NO. W-M-V 36870

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. **If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance.** Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of enforcement and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.

By: _____
Seller-Assignor

FOR WGL / WGES USE ONLY

Checked WGES: 11/10/89 Approved WGL Credit Dept.: _____ Approved WGES: _____

11/10/89

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. W-M-V
36765

I. DEFINITIONS. The following terms have the meanings given below:

<p>A. Debtor (hereinafter "buyer") means: Name(s): <u>John Knapp</u> Address: <u>Kathy Knapp</u> <u>2022 Boston Ave</u> <u>Rosehaven, MD</u> Telephone: (H) <u>555-87470</u></p>	<p>B. Secured Party (hereinafter "seller") means: Washington Gas Energy Systems 7720 Southern Drive Springfield, Virginia 22150 Telephone: (703) 354-5700</p>	<p>FOR FILING OFFICER SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE (Date, Time, Number, and Filing Office)</p>
<p>C. Collateral (hereinafter "products") means: <u>Thermal Wall Systems</u> <u>Reside Home with Alside Super Steel</u> <u>Siding, Double 5" Horizontal, Dove Gray</u> <u>in colon Strata-wall Insulation Board to</u> <u>be installed in same areas as Siding</u> <u>Cover Freeze, rake and Facis Boards with white</u> <u>Aluminum coil stock. Cover soffits with</u> <u>white Aluminum panels. Full cover windows and doors with white</u> <u>Aluminum coil stock. Install 2 white Aluminum Louvers in Gable</u> <u>Ends. Install 9 pair of Black Shutters</u></p>		<p>Assignee of Secured Party: Washington Gas Light Company 1100 H Street, N.W. Washington, D.C. 20080 Telephone: (703) 750-5881</p>
<p>D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: <u>2022 Boston Ave</u> <u>Rosehaven, Maryland</u> the legal description of which is LOT <u>9+10</u> SQ/BLK <u>13</u> SEC. <u>H. ERLE SCHAFER</u> <u>Rosehaven</u> SUBD. <u>Anne Arundel</u> COUNTY <u>ANN ARUNDEL</u> STATE/DISTRICT OF <u>Maryland</u> and the record owner(s) of which is (are) <u>John + Kathy Knapp</u> COURT tax account no. _____</p>		<p>RECORD FEE <u>13.00</u> POSTAGE <u>.50</u> and all proceeds of such products <u>109:40</u> <u>01/10/90</u></p>

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of window treatment, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 5 to 7 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items	\$ <u>10,865 00</u>
2. Sales Tax (if applicable)	-
3. Cash Price of Services (if applicable)	-
4. Total Cash Price (1+2+3)	<u>10,865 00</u>
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check # _____	-

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	- %
7. FINANCE CHARGE (dollar amount credit will cost buyer)	-
8. Amount Financed (amount of credit provided to buyer) (4-5)	<u>10,865 00</u>
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	<u>10,865 00</u>
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ <u>10,865 00</u>

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
	<u>47</u>	<u>229 164</u>	Monthly beginning (estimated)
	<u>1</u>	<u>20 44</u>	months later (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER. Employee A/S Serviceman S.E. Station

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

<p>Seller and Secured Party: By: <u>Glenn Schlegel</u> 9-22-89 Sales Person's License No. <u>21557</u> Seller's License Nos. D.C. _____ VA. _____ MD. _____</p>	<p>Buyer and Debtor: By: <u>John Knapp</u> 9-22-89 <u>Kathy Knapp</u> 9-22-89 By: <u>Kathy Knapp</u> 9-22-89</p>
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Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: John Knapp Buyer: Kathy Knapp

1. (WHITE) Original - Recorder of Deeds
2. (WHITE) Dupl. Orig. - W.G.L. Credit Dept.
3. (BLUE) W.G.L. Cust. Acctg.
4. (GREEN) Buyer's Copy
5. (PINK) Seller, W.G.E.S. Copy
6. (YELLOW) W.G.L. Credit Dept. Copy
Revised: 11/88

T.M.C. SEP 26 1989

CONTRACT NO. W-M-V
36765

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.
IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**
A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.
B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.
C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.
D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.
E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**
A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.
B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.
By: [Signature]
Seller-Assignor

FOR WGL / WGES USE ONLY
Checked WGES: [Signature] Approved WGL Credit Dept.: _____ Approved WGES: _____

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. W-M-V 35186

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer"): Name(s) John Knapp
Cathy Knapp
Address: 7022 Boston Ave
Rose Haven, Md. 20714
Telephone: (H) 855-8747 (O) 624-6565

B. Secured Party (hereinafter "seller") means: Washington Gas Energy Systems
7720 Southern Dgve
Springfield, Virginia 22150
Telephone: (703) 354-5700

FOR FILING OFFICER:
SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE (Date, Time, Number, and Filing Office)

C. Collateral (hereinafter "products") means: Thermal Ref. Systems
Remove and Heat Away existing shingles
Install new 15 pound Felt Paper. Install
Centrifugal Fiberglass Class A Asphalt Shingles
with a 20 year manufacturer's warranty.
Be Flash As Necessary. Install 1 white
Aluminum vent cap. Shingles to be Star
white in color. If bad wood is found at time of installation,
Additional cost would be 1.99 a square foot, or 2.50 a
linear foot. Install new white Aluminum Gutters and Downspouts
to replace existing and all proceeds of such products.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 7022 Boston
Avenue, Rose Haven, Maryland 20714
the legal description of which is LOT 9 + 10 SQ/BLK 13 SEC. _____
Rose Haven SUBD. A A COUNTY, _____
STATE/DISTRICT OF Maryland and the record owner(s) of which is (are) John Knapp (inc)
Cathy Knapp tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable). The () removal of air conditioner and fan. () patching of drywall and plaster, and () additional work as follows: _____

RECORD FEE 3.00
POSTAGE .50
7/10/90
4553170 0777 103 109:40
11/10/90
1989
11/10/90
1989

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of window treatment, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 3 to 5 weeks from the date Buyer signs this contract.

G. Price, payment schedule, and payment terms have the meanings given below.

(1) Price:

1. Cash Price of Above Items	\$	5690	00
2. Sales Tax (if applicable)		-	-
3. Cash Price of Services (if applicable)		-	-
4. Total Cash Price (1+2+3)		5690	00
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check # _____		-	-

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)		-	%
7. FINANCE CHARGE (dollar amount credit will cost buyer)		-	
8. Amount Financed (amount of credit provided to buyer) (4-5)		5690	00
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)		5690	00
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$	5690	00

(2) Payment Schedule:

	Number of Payments	Amount of Payments	When Payments are Due
PAYROLL	479 wks	\$ 17 85	Monthly beginning 8/89 (estimated)
DEDUCTIBLE	1 wk	\$ 13 85	120 months later 8/99 (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER. EMPL # 5116 DEP. 727

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: By: Glenn W. Schilling Date: 7-6-89
Sales Person's License No. 21557
Seller's License Nos. D.C. _____ VA. _____ MD. _____

Buyer and Debtor: By: John Knapp Date: 7-6-89
By: Catherine E. Knapp Date: 7-6-89

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: John Knapp Buyer: Catherine E. Knapp
By: _____ By: _____

1. (PINK) Original - Recorder of Deeds
2. (WHITE) Dupl. Orig. - W.G.L. Credit Dept.
3. (BLUE) W.G.L. Cust. Acctg.
4. (GREEN) Buyer's Copy
5. (PINK) Seller, W.G.E.S. Copy
6. (YELLOW) W.G.L. Credit Dept. Copy
Revised: 11/88

TRUTH IN LENDING DISCLOSURES

1350

CONTRACT NO. W-M-V 35186

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in or variations from products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any of the events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision or part of any provision of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES:**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.

By: [Signature]
Seller-Assignor

FOR WGL/WGES USE ONLY

Checked WGES: 10/1/13

Approved WGL Credit Dept.:

Approved WGES:

2853041 022

279650

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. 36402

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: MARY J. Joe Newman
Name(s): Joe Newman
Address: 1323 Sandalwood ROAD
Harwood, MD 20776
Telephone: (H) 261-7829 (O) 624-6211

B. Secured Party (hereinafter "seller") means:
Washington Gas Energy Systems
7720 Southern Drive
Springfield, Virginia 22150
Telephone: (703) 354-5700

FOR FILING OFFICER:
SECURED PARTY DESIRES THIS INSTRUMENT
TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE AND THE REAL ESTATE
(Date, Time, Number, and Filing Office)

C. Collateral (hereinafter "products") means: Thermal Wall System
Cover Pacia, ~~Exterior~~ rabe boards
and soffits in autumn brown.
Full cover 2 bro windows in autumn brown
install a pair of brown shutters

Assignee of Secured Party:
Washington Gas Light Company
1100 H Street, N.W.
Washington, D.C. 20080
Telephone: (703) 750-5881

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as:
wood Dr. Harwood
the legal description of which is LOT 19 SQ/BLK
~~ANNE ARUNDELE CO.~~ SUBD. ANNE ARUNDELE CO. DISTRICT COURT
STATE/DISTRICT OF Maryland and the record owner(s) of which is (are) Joe Newman
tax account no. 1-176-05879060

RECORD FEE 13.00
POSTAGE .50
and all proceeds of such products 709:40
01/10/90

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows:

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of window treatment, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 4 to 6 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items	\$ 3891 25
2. Sales Tax (if applicable)	
3. Cash Price of Services (if applicable)	
4. Total Cash Price (1+2+3)	3891 25
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check #	

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	%
7. FINANCE CHARGE (dollar amount credit will cost buyer)	
8. Amount Financed (amount of credit provided to buyer) (4-5)	3891 25
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	3891 25
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 3891 25

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
PAYROLL	479 wks	\$ 8	11 Monthly beginning 8/89 (estimated)
DEDUCTIBLE	1 wk	\$ 6	56 120 months later 8/99 (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: By: Robert J. Kadar 7-6-89
Buyer and Debtor: By: X Joseph D. Newman 7-6-89
Joe Newman
Mary Newman 7/6/89
Mary J. Newman

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: X Joseph D. Newman
Buyer: X Mary Newman
1. (WHITE) Original - Recorder of Deeds
2. (WHITE) Dupl. Orig. - W.G.L. Credit Dept.
3. (BLUE) W.G.L. Cust. Acctg.
4. (GREEN) Buyer's Copy
5. (PINK) Seller, W.G.E.S. Copy
6. (YELLOW) W.G.L. Credit Dept. Copy
Revised: 11/88

GRG Mtg / 6/88
6712
Depl. 719

T.M.C. JUL 06 1989

TRUTH IN LENDING DISCLOSURES

CONTRACT NO. 36402

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.
IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

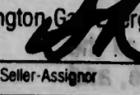
IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date of payment. For legal proceedings brought, or collection efforts made, in connection with the sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or delegate its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**
A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.
B. **Severability.** If any provision or part of any provision of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.
C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.
D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.
E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**
A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.
B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.
C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.
By:  Seller-Assignor

FOR WGL / WGES USE ONLY
Checked WGES: 207/12 Approved WGL Credit Dept.: _____ Approved WGES: _____

825 3049 ACC

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. W.G.E. 36401

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: MARY JE
 Name(s): Joe Newman
 Address: 1323 Sandalwood Road
Harwood, Md 20776
 Telephone: (H) 261-7829 (O) 624-6211

B. Secured Party (hereinafter "seller") means:
 Washington Gas Energy Systems
 7720 Southern Drive
 Springfield, Virginia 22150
 Telephone: (703) 354-5700

C. Collateral (hereinafter "products") means: Thermal Roof System
Install Certain teed Class A Fiberglass
Shingles over existing shingles. New shingles
will conform to existing surface being nailed
over. Rework existing wood and chimney flashing
Certain teed shingles carry a 25 year manufacturer warranty. New
shingles to be timber blend in color. Install 2 turbines
on rear pite.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 1323
Sandalwood Road Harwood
 the legal description of which is LOT 19 SO/BLK _____ SEC. PIAT. 2
 SUBD. ANNE ARUNDEL COUNTY, MARYLAND
 and the record owner(s) of which is (are) Joe Newman
 tax account no. 1-176-05879060

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable): the () disposal of existing doors and windows. () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows _____

F. Period of work means the date or dates which is or are within the period which is approximately 4 to 6 weeks from the date buyer signs this contract.

G. Price, payment schedule, and payment terms have the meanings given below

FOR FILING OFFICER:
 SECURED PARTY DESIRES THIS INSTRUMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE AND THE REAL ESTATE (Date, Time, Number, and Filing Office)

Assignee of Secured Party:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 750-5881

FR 9 mgt Chillum # 6713 4/68

RECORD FEE 13.00

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of windows, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 4 to 6 weeks from the date buyer signs this contract.

(1) Price:	Amount
1. Cash Price of Above Items	\$ 3049
2. Sales Tax (if applicable)	50
3. Cash Price of Services (if applicable)	AA CO. CIRCUIT COURT
4. Total Cash Price (1+2+3)	3049 50
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check # _____	

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	%
7. FINANCE CHARGE (dollar amount credit will cost buyer)	
8. Amount Financed (amount of credit provided to buyer) (4-5)	3049 50
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	3049 50
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 3049 50

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
PAYROLL DEDUCTIBLE	479 wks	\$ 6	35 Monthly beginning 8/89 (estimated)
	1 wk	\$ 7	85 120 months later 8/99 (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: By: Robert P. Kaden 7-5-89 Date
 Sales Person: Robert P. Kaden (Printed Name)
 Sales Person's License No. 26375
 Seller's License Nos. D.C. _____ VA. _____ MD. 9850

Buyer and Debtor: By: Joseph D. Newman 7-5-89 Date
Joe Newman (Printed Name)
 By: Mary Newman 7/6/89 Date
Mary J. Newman (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Joseph D. Newman By: Mary Newman
 1. (WHITE) Original - Recorder of Deeds 3. (BLUE) W.G.L. Cust. Acctg. 5. (PINK) Seller, W.G.E.S. Copy
 2. (WHITE) Dupl. Orig. - W.G.L. Credit Dept. 4. (GREEN) Buyer's Copy 6. (YELLOW) W.G.L. Credit Dept. Copy

CONTRACT NO. W.G.E. 36401

Revised: 11/88

TRUTH IN LENDING DISCLOSURES

JUL 6 1989

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. **If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance.** Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be returned to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision or part of any provision of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. **Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.**

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.

By: [Signature]
Seller-Assignor

FOR WGL/WGES USE ONLY
Checked WGES: EC 7/12 Approved WGL Credit Dept.: _____ Approved WGES: _____

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO. W-M-V 35142

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means:
 Name(s): MR. ALLEN ROY GRIFFITH
MRS. LINDA P. GRIFFITH
 Address: 7611 McCARRON CT.
HANOVER, MD. 21076
 Telephone: (H) 596-0428 (R) 829-6636

B. Secured Party (hereinafter "seller") means:
 Washington Gas Energy Systems
 7720 Southern Drive
 Springfield, Virginia 22150
 Telephone: (703) 354-5700

FOR FILING OFFICER:
 SECURED PARTY DESIRES THIS INSTRUMENT
 TO BE INDEXED AGAINST THE RECORD OWNER
 OF THE REAL ESTATE AND THE REAL ESTATE
 (Date, Time, Number, and Filing Office)

C. Collateral (hereinafter "products") means: THERMAL WALL SYSTEM
INSTALL- RESIDE HOME IN AMERIOUT
SUPRA STEEL SIDING SAGE GREEN IN
COLOR SIDE WITH DOUBLE 5" PANELS
(HORIZONTAL). IN GARAGE AREA, DO SOFATH
FACIA+RAKE IN WHITE ALUMINUM COIL
STOCK+ SIDE OVER EXISTING EXPOSED
CELUTEX BOARD. - ON SIDED PART OF
HOME REMOVE OLD SIDING AND HAUL
AWAY + RESIDE WITH NEW, REUSE EXISTING CABLE END LOUVERS

Assignee of Secured Party:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 750-5881

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 7611 McCARRON CT.
HANOVER, MD. 21076
 the legal description of which is LOT 13, SQ/BLK 12, SUBD. ANNE ARUNDEL
 STATE/DISTRICT OF MARYLAND and the record owner(s) of which is (are) MR. ALLEN ROY GRIFFITH
MRS. LINDA P. GRIFFITH, tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the removal of air conditioner and fan, patching of drywall and plaster, and additional work as follows: AA CO. CIRCUIT COURT

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, removal of window treatment, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 4 to 7 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items	\$ <u>6878</u>
2. Sales Tax (if applicable)	<u>NONE</u>
3. Cash Price of Services (if applicable)	<u>NONE</u>
4. Total Cash Price (1+2+3)	<u>6878</u>
5. Cash Downpayment (no more than 33% at execution in Maryland only) Check # _____	<u>NONE</u>

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	<u>NONE</u> %
7. FINANCE CHARGE (dollar amount credit will cost buyer)	<u>NONE</u>
8. Amount Financed (amount of credit provided to buyer) (4-5)	<u>6878</u>
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	<u>6878</u>
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ <u>6878</u>

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
<u>48</u> WEEKS	<u>14</u>	<u>33</u>	Monthly beginning <u>9-88</u> (estimated)
<u>1</u> YEAR	<u>13</u>	<u>83</u>	<u>120</u> months later <u>9-89</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: MAXIMUS NAFETCHI 8/8/89
 By: MAXIMUS NAFETCHI (Printed Name) 15683
 Sales Person's License No. 15683
 Seller's License Nos. D.C. _____ VA. _____ MD. 15029

Buyer and Debtor: Allen R Griffith 8/8/89
 By: Allen R Griffith (Printed Name) Linda Griffith (Printed Name)
 Date: 8/8/89

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Allen R Griffith
 By: Linda Griffith

3670/325

1350

T.M.C. AUG 1 0 1080

TRUTH IN LENDING DISCLOSURES

IV. PAYMENT TERMS. Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. TIME OF PERFORMANCE. Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. FULL ONE YEAR WARRANTY. Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at the address and telephone of seller listed at the top of the reverse side of this contract. These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

VII. ALTERATIONS OR VARIATIONS. Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. SECURITY. To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. SALE OF PROPERTY. If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer.

X. DEFAULT AND ACCELERATION. If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, has a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an enforcement of such enforcement, to furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. ASSIGNMENT AND DELEGATION. Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. GENERAL PROVISIONS. A. Integration of Agreement. This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. Severability. If any provision or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. Waiver. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. Credit Approval. This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of Washington Gas Light Company's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. Binding Effect. This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. OTHER NOTICES.

A. Home Improvement Commission. Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 333-6310.

B. Claims and Defenses Against Holder. Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL: If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: the seller at the address shown in block 1.B, on the front of this contract. If you cancel, the seller may not keep any of your cash downpayment.

Washington Gas Energy Systems' rights under this contract are Assigned to Washington Gas Light Company.

By: Seller-Assignor [Signature]

FOR WGL/WGES USE ONLY
Checked WGES: [Signature] 8/17/89 Approved WGL Credit Dept.: Approved WGES:

FINANCING STATEMENT

1. X To Be Recorded in the Financing Statement Records and Land Records of Anne Arundel County, Maryland.
2. _____ To Be Recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
3. _____ Not Subject to Recordation Tax.
4. X Recordation Tax has been paid on the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) in connection with the filing of the Purchase Money Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) Address(es)
 Legion Avenue Limited Partnership 132 West Street
 Annapolis, Maryland 21401

6. Secured Party Address
 The Annapolis Banking and Trust Company 18 Church Circle
 Annapolis, Maryland 21401

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Purchase Money Deed of Trust dated January 5th, 1990 from Debtor(s) to William A. Busik and Randall M. Robey, Trustees (the "Deed of Trust"), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules if ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon

LAW OFFICES
 MANIS,
 WILKINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P.O. BOX 1911
 ANNAPOLIS, MD 21404
 (301) 263 8855

18
 2

located, whether said accounts receivable are now in existence or hereafter created.

DEBTOR(S):

LEGION AVENUE LIMITED
PARTNERSHIP, a Maryland limited
partnership

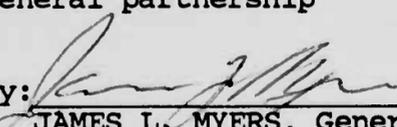
SECURED PARTY:

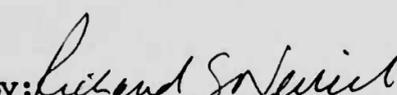
THE ANNAPOLIS BANKING AND TRUST
COMPANY

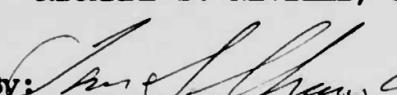
By:  (SEAL)
JEFFREY R. SCHOLZ, General
Partner

By:  (SEAL)
WILLIAM A. BUSIK, Vice President

BY: EPS ASSOCIATES, a Maryland
general partnership

By:  (SEAL)
JAMES L. MYERS, General Partner

By:  (SEAL)
RICHARD S. NEVILLE, General Partner

By:  (SEAL)
IAN S. CHAMBERS, General Partner

Mr. Clerk: Please return to: Manis, Wilkinson, Snider & Goldsborough
Attn: Pat Weiss
P.O. Box 1911
Annapolis, Maryland 21404

EXHIBIT A

BEING known and designated as Lots No. 1, 2, 3, 16, 17 and 18, Block P, as laid out and shown on the Plat entitled, "Sub-division of Part of McGuckian Estate, South of Revised Layout on West Street Extended," dated February, 1946 and made by J. R. McCrone, Jr., Registered Land Surveyor, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 19, folio 16.

SAVING AND EXCEPTING HOWEVER THEREFROM, that portion of the property which by deed dated December 20, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2650, folio 233, was granted and conveyed by Charles M. Pascal and Samuel H. Pascal unto the Mayor and Aldermen of the City of Annapolis, a Municipal corporation. Containing 0.059 acres, more or less.

LAW OFFICES
MANIS,
WILKINSON, SNIDER &
GOLDSBOROUGH
CHARTERED
PO BOX 1911
ANNAPOLIS, MD 21404
(301) 263 8855

ABT. 110

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 12,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Charles P. Hester & Diana K. Hester
(Name)
418 Carvel Beach Road
(Address)
Baltimore, Md. 21226

Attn: Stephanie P. Yancy
(Name of Loan Officer)
18 West Street
(Address)
Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)
The following Equipment Located at 2512 Mountain Road, Anne Arundel County, Md. 21122

Item #	Description	QTY	Part #	Description
1	<u>TRANSWORLD GROUP SC-5</u> 125v Single Tube Control - 300 mA at 125 kVp Includes: 1. 17120-second Digital solid state timer and NIM contactor. 2. Solid state rotor circuits. 3. mA and kVp panel meters. 4. Smalort exposure signal.	1	52-00100	Emerald 125 Rotating Anode X-ray Tube with 1.0-2.0 mm focal spots; 150,000 HU; 3" Target.
1	A2-5000 125v Single Tube Generator - for A1-5020 Includes: 1. Federal high voltage cable wells. 2. Four silicon solid state 125 kVp rectifiers. 3. Low voltage cable mounting brackets and covers.	1	70-00000	Eureka MC Manual Collimator with Select Base.
1	EC-1002 Tube Protection Circuitry.	1	1-50010	Pair, 10' High Voltage Cables.
1	C2-2050 FCS Floor/Wall Tubestand Includes: 1. 10" wall and 12" floor Rails. 2. Vertical Sill Scale. 3. Handbar and Angulation Scale. 4. Port Tube Mount. 5. Manual Locks. 6. Minimum Ceiling Height: 7' 9". <i>277' ceiling</i>	1	01-5000	Mobile Hang-on Cassette Holder for use outside the truck with manual collimation.
1	1E-2000 Econoline 17 x 17 Vertical Bucky Stand.	1	AC009	24v Power Supply.
1	11-4004 17 x 17 Grid Cabinet, 103 line 0:1 grid, 36-40 focal range.	1	01-0003	Horizontal SID Switch Assembly for Non-Integrated System.
1	01-0007H MW Non-Sensing Tray for 17x17.	1	01-1010	10' Main Line, 10' Primary and TC Cable
FILM PROCESSOR				
		1	48-0001	<i>ECUMAT</i> Kodak Model 48-001 Automatic X-ray Film Processor complete with 7-Gallon Replenishment Tanks and water saver. Power and water requirements: Power source 115 volts 15 amp. Water - Cold Water Drain - 1" open site. S/N 45020
		1	01-0000	Stand for above.

RECORD FEE 12.00
RECORD TAX 87.50
POSTAGE .50

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or is a mineral or mineral right (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

DEBTOR (OR ASSIGNOR)

(Seal)
Charles P. Hester
(Signature)
Charles P. Hester, D.C.
(Print or Type Name)

(Seal)
Diana K. Hester
(Signature)
Diana K. Hester
(Print or Type Name)

12-
87.50 = 8

I HEREBY CERTIFY That \$80.50 was Paid in Recordation Tax to the Clerk of the Circuit Court for Anne Arundel County.

Kathy Toyce

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 11,213.00
- To Be Recorded In Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Jet Blast, Inc.
(Name)

6800 Fort Smallwood Road
(Address)

Baltimore, Md. 21226

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Nick Lambrow
(Name of Loan Officer)

18 West Street
(Address)

Annapolis, Md. 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

2300 Gallon Vacuum Tank (with outage)
Serial No. 2516

RECORD FEE 11.00
RECORD TAX 80.50
POSTAGE .50
#554070 C777 R03 T13:31
01/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

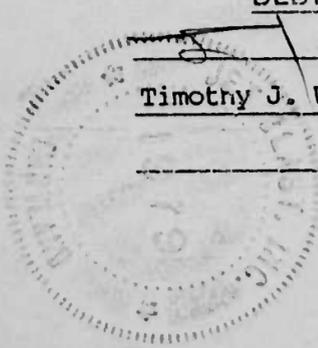
Timothy J. Wilson, President (Seal)
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Signature) (Seal)

(Print or Type Name)



Handwritten: 11-80.50



279656

BOOK 550 PAGE 296

To be recorded among
Land Records of
Anne Arundel County
in Financing Statement
Records of Anne Arundel
with State Department
of Assessments and Taxation

Not subject to recordation tax:
Principal amount is \$2,475,000

The appropriate amount of documentary stamps are affixed to a deed
of trust and security agreement recorded or to be recorded among
the Land Records of Anne Arundel County, Maryland, and given as
security for the same loan.

FINANCING STATEMENT

1. Debtor(s):

HANOVER/RIDGE ASSOCIATES LIMITED PARTNERSHIP
1225 Eye Street, N.W., Suite 900
Washington, D.C. 20005

2. Secured Party:

TBC MARYLAND INDUSTRIAL GROUP TRUST I
c/o Bank of New York (Delaware), Trustee
1105 North Market Street
Wilmington, Delaware 19801

RECORD FEE 27.00
POSTAGE .50
#554130 0777 R03 T13:38
01/10/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers the following types of
property: (Describe) (Attach separate list if necessary).

All of the property described on Exhibit B and located on or
related to the real estate described on Exhibit A, both
Exhibits A and B being attached hereto and made a part
hereof. Debtor is record owner of the real estate described
on Exhibit A.

4. Proceeds of collateral are covered.

2750

JPA

BOOK 550 PAGE 297

5. Products of collateral are covered.

DEBTOR:

HANOVER/RIDGE ASSOCIATES LIMITED
PARTNERSHIP

By: SVATOS RIDGE LIMITED PARTNERSHIP,
General Partner

By: SVATOS DEVELOPMENT RIDGE, INC.,
General Partner

By: Joseph S. Svatos
Its (Vice) President

TO THE FILING OFFICER: After this statement has been recorded
please mail the same to:

Name and Address: Sullivan & Worcester
One Post Office Square
Boston, Massachusetts 02109
Attn: Alexander A. Notopoulos, Jr., Esq.

JPA

All that lot of ground situate in Anne Arundel County, Maryland, as more particularly described as follows:

Being all of the land described in the conveyance from Charles E. Hogg, Personal Representative of the Estate of Carvel A. Faulkner and Sarah M. Faulkner, his wife, to Downing B. Ashmore, Sr. and Downing B. Ashmore, Jr. by deed dated March 26, 1980 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3300 at Folio 416, and being all of the First and Second parts of the conveyance from the said Charles E. Hogg to the aforesaid Downing B. Ashmore, Sr. and Jr., by deed dated March 26, 1980 and recorded among said Land Records in Liber 3300 at Folio 419, and being more particularly described as follows:

Beginning for the same at an iron pipe found marking the same beginning point described in the First part of said Liber 3300 at Folio 419, and running thence along the third or South 08° 52' East, 911.28 foot course, reversely, of the land conveyed to the Johnson Family Partnership, by deed dated June 29, 1979 and recorded among said Land records in Liber 3222 at Folio 171, reversely

1. North 13° 55' 51" West, 911.50 feet to an iron pipe found, thence along the second, third, fourth and part of the fifth lines, reversely, of the land conveyed to Myrtle Imogene Sachs by deed dated December 3, 1974 and recorded among said Land Records in Liber 2727 at Folio 305, the following four (4) courses:
2. North 87° 17' 04" East, 194.42 feet to a point, passing over an iron pipe found at 194.04 feet from the beginning of said course, thence
3. South 78° 16' 49" East, 99.08 feet to an iron pipe found, thence
4. South 71° 31' 49" East, 297.00 feet to a point, and thence
5. South 84° 58' 19" East, 369.22 feet to a point, thence along the westerly right of way line of Ridge Road (30 feet wide) the following four (4) courses:
6. 195.54 feet along the arc of a curve deflecting to the left, having a radius of 352.13 feet and a chord bearing and distance of South 10° 43' 08" West, 193.03 feet to a point, thence
7. South 05° 11' 21" East, 73.58 feet to a point, thence

XPA

8. 101.60 feet along the arc of a curve deflecting to the right, having a radius of 305.98 feet and a chord bearing and distance of South 04° 19' 24" West, 101.13 feet to a point, and thence
9. South 13° 30' 09" West, 131.08 feet to a point, thence along the second and part of the third lines of the land conveyed to Dwight L. Sponaugle and Dorothy J. Sponaugle, his wife, by deed dated August 15, 1978 and recorded among said Land Records in Liber 3115 at Folio 170
10. North 87° 28' 35" West, 229.81 feet to an iron pipe found, and thence
11. North 13° 51' 08" West, 241.90 feet to a point, thence crossing said land as described in said Liber 3115 at Folio 170
12. South 76° 08' 52" West, 230.62 feet to a point, thence along the westerly outline of the remainder of the land conveyed to said Dwight L. Sponaugle
13. South 13° 55' 03" East, 404.01 feet to a point, passing over an iron pipe found at 402.21 feet from the beginning of said course, thence along the southerly outline of the First part of the aforesaid land described in Liber 3300 at Folio 419
14. South 77° 17' 09" West, 244.82 feet to the point of beginning, containing 469,913 square feet or 10.7877 acres of land.

Subject to future road widening of Ridge Road.

JPA

EXHIBIT B**Description of Personal Property**

1. All fixtures, machinery, equipment and other personal property of every kind, description and nature whatsoever, now or hereafter located in or upon or affixed to the real estate described in Exhibit A attached hereto (the "Premises") or the improvements now or hereafter located thereon (the "Improvements"), or any part thereof, or now or hereafter used or to be used in connection with any present or future operation thereof or construction thereon, and now owned or hereafter acquired by Debtor, or in which Debtor may now or hereafter have any interest, whether physically attached to the Improvements or not, to which a security interest may attach under the Uniform Commercial Code, including, without in any way limiting the generality of the foregoing: any and all (a) heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications and power equipment and apparatus; (b) gas, water and electrical equipment and apparatus; and (c) elevators, escalators, switchboards, engines, motors, tanks, pumps, partitions, tools, conduits, ducts and compressors, together with any renewals, replacements or additions of or to any of the above or substitutions therefor;
2. All leases (which term, as used herein, shall include all occupancy agreements, licenses, concession agreements and all other agreements or tenancies, however denominated, affecting the occupancy of the Premises or the Improvements, or any portion thereof) now or hereafter affecting or pertaining to the Premises or the Improvements and the business operations conducted thereon, together with all of the rents, issues, benefits and profits of the Premises and the Improvements;
3. All of the records and books of account now or hereafter maintained by Debtor in connection with the operation of the Premises and the Improvements;
4. The right to take and use any name under which the Premises and the Improvements are then being operated (alone or in any variation thereof or in combination with other words), together with the goodwill of Debtor in connection therewith;
5. All proceeds paid for any damage or loss to the Premises or the Improvements, or any part thereof, and all awards, including interest, in connection with any condemnation or other taking of the Premises or the Improvements, or any part thereof, or for conveyance in lieu thereof, and all other moneys which may from time to time become subject to a lien in favor of Secured Party, whether by conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, or otherwise;

JPH

-2- BOOK 550 PAGE 301

6. All accounts, contract rights and general intangibles covering or relating to any or all of the foregoing property, the Premises or the Improvements, whether now in existence or hereafter arising;

7. All construction, architectural and other contracts and agreements heretofore or hereafter entered into or assumed by Debtor with respect to development, construction, ownership, operation and management of the Premises and the Improvements, or any portion thereof, and all rights, privileges and appurtenances now or hereafter in any way belonging or pertaining thereto;

8. All licenses, permits and approvals from time to time secured by Debtor with respect to all or any portion of the Premises and the Improvements, and including, without limitation, all water, sewer connection, building, access and curb cut permits;

9. All plans or specifications relating to the Premises and the Improvements, or any portion thereof;

10. All warranties or representations made by the various parties to the contracts and agreements referred to in paragraph 7 above, whether or not contained in such contracts or agreements;

11. All and any labor, materials and/or performance bonds running in favor of Debtor and relating to the Premises and the Improvements, or any portion thereof; and

12. All replacements, substitutions and additions of or to any or all of the foregoing.

The security interest hereunder shall attach as soon as the Debtor obtains any interests in any of the above-described property, irrespective of whether such above-described property thereafter becomes a fixture or is installed or affixed to other above-described property.

Notice is hereby given that Debtor, at its or his sole cost and expense, shall file, from time to time, Continuation Statements and such other instruments as will continue the effectiveness of the filing of this Financing Statement.

ANCHOR TITLE COMPANY
10715 Chesapeake Blvd
Suite 101
Columbia, MD 21044

JPH

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 261867 recorded in Liber 498, Folio 143 on 5-16-86 at Anne Arundel County

1. DEBTOR(S): TP Services, Inc.
 ADDRESS(ES): 2 Robinson Rd., Severna Park, MD 21146
10 Dover Road, Glen Burnie, MD 21061

2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Anne Arundel Review Unit
 ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
 a. Not subject to Recordation Tax.
 b. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to _____.

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
 POSTAGE .50
 #554160 CTT7 R03 T13:39
 01/10/90
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

DEBTOR(S): _____ (Signature necessary only if Item 6 is applicable)

SECURED PARTY: Maryland National Bank
 BY Claude M. Patrick (SEAL)
 Claude M. Patrick
 Commercial Services Officer
 (Type Name and Title)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4 86

Mail To:
 Maryland National Bank
 Attn: AARU
 1713 West Street
 Annapolis, Maryland 21403

1050

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at _____

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 246092 recorded in Liber 458, Folio 568 on 2-8-83 at Anne Arundel County

1. DEBTOR(S): Robert E. Gibson, Jr. ADDRESS(ES): Md. 408 & Md. 2 Lothian, Maryland 20711 2. SECURED PARTY: MARYLAND NATIONAL BANK; ATTENTION: Anne Arundel Review Unit ADDRESS: MAILSTOP: 500-270; Post Office Box 987, Baltimore, Maryland 21203 Person and Address to whom Statement is to be returned (if different from above): Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.) 3. CONTINUATION. The original Financing Statement referred to above is still effective. 4. X TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. 6. AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is: a. Not subject to Recordation Tax. b. Subject to Recordation Tax on an initial debt in the principal amount of \$. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to . 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below. 8. RECORD FEE 10.00 POSTAGE .50 #554170 C777 R03 T13:40 01/10/90 H. ERLE SCHAFER AA CO., CIRCUIT COURT

DEBTOR(S): _____ (Signature necessary only if Item 6 is applicable)

BY: _____ (SEAL)

BY: _____ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY: Dorothy C. Rider (SEAL)

Dorothy C. Rider Assistant Vice President (Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-126 REV 4 86

Mail To: Maryland National Bank Attn: AARU 1713 West Street Annapolis, Maryland 21403

15th

2034

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Westinghouse Electric Corporation Hard/Software Acquisition (LESSEE)
Address P.O. Box 160, Pittsburgh, PA 15230 (WEC 23A/lb)

2. SECURED PARTY

Name Meridian Leasing Corporation (LESSOR)
Address 570 Lake Cook Road, Suite 300, Deerfield, IL 60015

McCord Company, 1581 Mission St., San Francisco, CA 94103, ATTN: Dez Shields
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Equipment now leased by Lessee, Westinghouse Electric Company, from Lessor, Meridian Leasing Corporation, under Supplement Number 23A, dated November 22, 1989, and the equipment as to Master Lease Agreement, dated January 18, 1984, together with all accessions thereto and substitutions therefore now owned and hereafter acquired. The equipment referred to in said supplement is more specifically described in Exhibit A attached. (1b)

Name and address of Assignee
RECORD FEE 13.00
POSTAGE 50
#334180 CT77 R03 T13:47
01/10/90
M. FERRE SCHAEFER
CC CLERK OF DISTRICT COURT

Not Subject to Recordation Tax
This is a true lease and not intended to create a security interest
CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Filed with Clerk of Anne Arund, Maryland

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

SEE ATTACHED FOR SIGNATURE

(Signature of Debtor)

WESTINGHOUSE ELECTRIC COMPANY
Type or Print Above Name on Above Line

(Signature of Debtor)

Title:
Type or Print Above Signature on Above Line

1350

SEE ATTACHED FOR SIGNATURE

(Signature of Secured Party)

MERIDIAN LEASING CORPORATION

Type or Print Above Signature on Above Line

President
Title: ----

12/01/89

1b

SUPPLEMENT NUMBER 23A

LESSEE: WESTINGHOUSE ELECTRIC CORPORATION

MASTER LEASE AGREEMENT DATE: January 18, 1984

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

SUPPLEMENT AGREEMENT DATE: November 22, 1989

SUPPLEMENT COMMENCEMENT DATE: The Commencement Date shall be the first day of the month following the month in which the last item of equipment is installed. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT: Manufactured by SUN COMPUTERS

See Equipment/Location Schedule A to Supplement Number 23A.

LEASE TERM AND RENTAL PAYMENTS: Term 36 months, payable monthly on the first day of each month. The amount of payment is \$6,339.00 per month.

**LOCATION OF EQUIPMENT: WESTINGHOUSE ELECTRIC CORPORATION
DEFENSE & ELECTRONICS DIVISION
FT. MEADE ROAD AT BWI AIRPORT
BALTIMORE WASHINGTON AI, MD 21240**

ADDITIONAL PROVISIONS TO SUPPLEMENT:

Casualty Values.....Schedule B
Renewal Option.....Schedule C

**MERIDIAN LEASING CORPORATION
(Lessor)**

**WESTINGHOUSE ELECTRIC CORPORATION
(Lessee)**

By _____
Title: **PRESIDENT**

By *J. A. Pickett*
Title: **J. A. Pickett, Manager
Computer Systems Acquisition**

EXHIBIT A

EQUIPMENT: Manufactured by SUN COMPUTERS

Location of
Equipment: WESTINGHOUSE ELECTRIC CORPORATION
DEFENSE & ELECTRONICS DIVISION
FT. MEADE ROAD AT BWI AIRPORT
BALTIMORE WASHINGTON AI, MD 21240

<u>Qty</u>	<u>Model/Type</u>	<u>Description</u>
4	MEM-0250-004-A	
1	TAP-0250-Q6C-1-A	
1	CDX-1780-1	
3	DDAA4060A-C9-1	
5	DASC4060A-C9-1	
2	BDMC0250A-C12-1	
2	I3-DESA-DDDA	

The above equipment is leased to WESTINGHOUSE ELECTRIC CORPORATION as Lessee, under Supplement Number 23A dated as of November 22, 1989, to a certain Master Lease Agreement ("Master Lease Agreement"), dated January 18, 1984, between MERIDIAN LEASING CORPORATION as Lessor, and Lessee, said Supplement together with the Master Lease Agreement to the extent it is incorporated in said Supplement is referred to as the "Lease".

Lessee Address: WESTINGHOUSE ELECTRIC CORPORATION
HARDWARE/SOFTWARE ACQUISITION
P.O. BOX 160
PITTSBURGH, PA 15230

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279658

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S&J Industries, Inc. d/b/a SunVision
Address Marley Station, Space #D-211, Glen Burnie, MD 21061
7900 Governor Ritchie Hwy.,

2. SECURED PARTY

Name Bank of New England, N.A.
Address 28 State Street,
Boston, MA 02109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

RECORD FEE 12.00

POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

#554250 0777 R03 T14:03

01/19/90

See attached "Exhibit A".

Name and address of signee
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Filed with:
Anne Arundel County, MD

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

S&J INDUSTRIES, INC.

Type or Print Above Name on Above Line

By: (Signature of Debtor)

Type or Print Above Signature on Above Line

BANK OF NEW ENGLAND, N.A.,

By: (Signature of Secured Party)

Type or Print Above Signature on Above Line

1250

EXHIBIT "A"

All of the following and each item thereof, now owned or due or hereafter acquired, arising, or to become due, or in which the Debtor has or hereafter obtains an interest, and all products, proceeds (including insurance proceeds and each type of property described below), substitutions, and accessions thereof: accounts, inventory, contract rights, general intangibles, equipment, goods, chattel paper, fixtures, instruments, documents of title, documents and securities (as each of those terms is defined in the Uniform Commercial Code); accounts receivable; books and records; tax refunds; trade secrets, computer programs, customer lists, patents, trademarks, insurance proceeds, refunds, and premium rebates; and all liens, guaranties, rights, remedies and privileges pertaining to any of the foregoing. The security interest evidenced hereby includes all present and future Liabilities of the Debtor to the Secured Party.

S&J INDUSTRIES, INC.
d/b/a SunVision

BANK OF NEW ENGLAND, N.A.

By: [Signature]
Title [Signature]

By: [Signature]
Title [Signature]

9684c

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 279659

Identifying File No. 550 PAGE 309

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated Dec. 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Construction, Inc.
Address 7223 Parkway Drive, Suite 208, Hanover, MD 21076

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580K Loader/Extendahoe
S/N 17421894

Name and address of Assignee
J. I. CASE COMPANY AND/OR
J. I. CASE CREDIT CORPORATION
P.O. Box 292
Racine, WI 53401



RECORD FEE 11.00
POSTAGE .50
#554360 CT77 R03 T14:47
01/10/90

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
estate) H. W. SCHAFFER
AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor & Title
JAMES T. PETNIC
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Signature of Secured Party
Barclay D. Tucker II
Type or Print Above Signature on Above Line

Handwritten initials or mark

AAG
115

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279660

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated Dec. 22, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Parkway Construction, Inc.
Address 7223 Parkway Drive, Suite 208, Hanover, MD 21076

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One CASE 455C Crawler Loader
S/N GBE0004079

Name and address of Assignee
J. I. CASE COMPANY AND/OR
J. I. CASE CREDIT CORPORATION
P.O. Box 292
Racine, WI 53401

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XX (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50

#554370 C777 R03 T14:49

01/10/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Signature)
(Signature of Debtor) & Title
JAMES T. PETNIC
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature)
(Signature of Secured Party)
Barclay D. Tucker II
Type or Print Above Signature on Above Line

11.5

279661

BOOK 550 PAGE 311

Anne Arundel

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
FABIAN, ALAN B & JACQUELINE M RICHARDS
1345 GREENBRIAR CR
BALTIMORE, MD 21208

311402

2. Secured Party(ies) and address(es)
FIRST COMMERCIAL CORPORATION
200 SHEFFIELD ST
BLOOMFIELD, NJ 07003

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#554470 0777 R03 T14:58
01/10/90

4. This financing statement covers the following types (or items) of property:

1989 BAYLINER 2655 SUNBRIDGE, 26'1", BEAM 9'6", FIBERGLASS, HULL #
BL2B02STF889, 1989 SINGLE OMC, GAS, ENGINE #1099193

ANCHORAGE: PASADENA, MD

"Not Subject to Recordation Tax - Signed Conditional
Sales Contract."

5. Assignee(s) of Secured Party and
Address(es) H. ERLE SCHAFER
HH CO. CIRCUIT COURT
MEDLAND NATIONAL BANK
2 BROAD ST
BLOOMFIELD, NJ 07003

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
Clerk of Circuit Court -
Anne Arundel County

Check if covered ~~XXXX~~ Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

ALAN B FABIAN/JACQUELINE M RICHARDS-FABIAN

FIRST COMMERCIAL CORPORATION

By: *Alan B. Fabian*
Signature(s) of Debtor(s)

Kathleen Goddard-Hively
Signature(s) of Secured Party(ies)

Kathleen Goddard-Hively/Agent

(1) Filing Officer Copy - Alphabetical

12 STANDARD FORM - FORM UCC-1.

PARTIES

FINANCING STATEMENT

PARTIES

Debtor name (last name first if individual) and mailing address: Remcor, Inc. 701 Alpha Drive, Box 38310 Pittsburgh, PA 15238

550 PAGE 312

FINANCING STATEMENT Uniform Commercial Code Form UCC-1 IMPORTANT-Please read instructions on reverse side of page 4 before completing

279662

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

Debtor name (last name first if individual) and mailing address:

1

5

Debtor name (last name first if individual) and mailing address:

1a

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
CLERK OF ANNE ARUNDEL County.
real estate records of County.

6

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

BECKWITH MACHINERY COMPANY
Mail Address - P.O. Box 8718 Pittsburgh, PA 15221
Legal Address - Route 22 East Murrysville, PA 15668

1b

Number of Additional Sheets (if any):

7

Optional Special Identification (Max. 10 characters): EL240 4JF479

8

COLLATERAL

Identify collateral by item and/or type:

one (1) used Caterpillar EL240, S/N 4JF479
Collateral located in Anne Arundel County, MD
Not subject to recordation tax.
RECORD FEE 11.00
#554670 C777 R03 T15:21 01/10/90
W. ERLE SCHAFER
AA CO. CIRCUIT COURT

2a

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
Debtor is a Transmitting Utility.

3

(check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- crops growing or to be grown on -
goods which are or are to become fixtures on -
minerals or the like (including oil and gas) as extracted on -
accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:
Described at: Book of (check one) Deeds Mortgages, at Page(s) for County. Uniform Parcel Identifier

Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):

10

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- acquired after a change of name, identity or corporate structure of the Debtor.
as to which the filing has lapsed.
already subject to a security interest in another county in Pennsylvania - when the collateral was moved to this county. when the Debtor's residence or place of business was moved to this county.
already subject to a security interest in another jurisdiction - when the collateral was moved to Pennsylvania. when the Debtor's location was moved to Pennsylvania.
which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s) (required only if box(es) is checked above):

- F. A. Holcomb, Vice Pres.-Finance
T. J. Fleury, Treasurer

4

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 [Signature]
1a

11

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
ATTN: Finance Department
P.O. Box 8718
Pittsburgh, PA 15221

12

PARTIES

Debtor name (last name first if individual) and mailing address:
 Remcor, Inc.
 701 Alpha Drive, Box 38310
 Pittsburgh, PA 15238

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

BECKWITH MACHINERY COMPANY
 Mail Address — P.O. Box 8718
 Pittsburgh, PA 15221
 Legal Address — Route 22 East
 Murrysville, PA 15668

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a. acquired after a change of name, identity or corporate structure of the Debtor.
- b. as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
 - when the collateral was moved to this county.
 - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
 - when the collateral was moved to Pennsylvania.
 - when the Debtor's location was moved to Pennsylvania.
- e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
 (required only if box(es) is checked above):

- F. A. Holcomb, Vice Pres.-Finance
- T. J. Fleury, Treasurer

STANDARD FORM - FORM UCC-1 (1-1-89)
 Approved by Secretary of Commonwealth of Pennsylvania
 FORM 431 4-89

FINANCING STATEMENT
 Uniform Commercial Code Form UCC-1
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

279663

Filing No. (stamped by filing officer):

Date, Time, Filing Office (stamped by filing officer):

This **Financing Statement Change** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth.
- ~~Prothonotary~~ CLERK OF THE CIRCUIT COURT OF ANNE County.
- real estate records of ARUNDEL County.

Number of Additional Sheets (if any):

Optional Special Identification (Max. 10 characters): 953 20Z2187

COLLATERAL RECORD FEE 11.00

Identify collateral by item and/or type:

#554680 C777 R03 T15:22
 01/10/90

One (1) used Caterpillar 953, S/N 20Z2187 ERLE SCHAFER
 AA CO. CIRCUIT COURT

Collateral located in Anne Arundel County, MD
 Not subject to recordation tax.

(check only if desired) Products of the collateral are also covered.

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a. crops growing or to be grown on -
- b. goods which are or are to become fixtures on -
- c. minerals or the like (including oil and gas) as extracted on -
- d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
 for _____ County. Uniform Parcel Identifier _____

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1

1a

1b

RETURN RECEIPT TO:

BECKWITH MACHINERY COMPANY
 ATTN: Finance Department
 P.O. Box 8718
 Pittsburgh, PA 15221

FILING OFFICE ORIGINAL

NOTE - This page will not be returned by the Department of State.

DEC 6 1984

Anne Arundel County Circuit Court (MD)

STATE OF MARYLAND. 550 PAGE 314

Anne Arundel County Circuit Court

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279661

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Mercantile Safe Deposit & Trust Company
Address 742 Old Hammonds Ferry Road, Linthicum, MD 21090

2. ~~SECURED PARTY~~ Lessor

Name CIS Corporation
Address One CIS Parkway, P.O. Box 4785, Syracuse, NY 13221-4785

RECORD FEE 11.00
POSTAGE .50
#554700 0777 R03 T15:23
01/10/90
H. ERLE SCHAFFER

Person And Address To Whom Statement Is To Be Returned If Different From Above.

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1. Equipment located and described as per Attachment A; and the proceeds thereof.
2. This UCC-1 is filed as a precaution and as a public notice that Lessor owns the equipment listed and has leased same to Mercantile Safe Deposit & Trust Company pursuant to Equipment Schedule Ref. No. 100435L dated 11/30/88 to Master Equipment Lease Agreement dated 5/14/85.

Name and address of Assignee

CIS 1930

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XXX (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

* Exempt from Documentary Stamp Tax

Martin L. White
(Signature of Debtor)

Mercantile Safe Deposit & Trust Company

Type or Print Above Name on Above Line

VICE PRESIDENT
(Signature of Debtor)

Type or Print Above Signature on Above Line

Amy S. Spend
(Signature of Secured Party Lessor)
REGIONAL TRANSACTION ADMINISTRATOR
CIS Corporation

Type or Print Above Signature on Above Line

11/50

Attachment A to UCC-1 Form

LESSEE: Mercantile Safe Deposit & Trust Company REF. # 100435L

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
31	IBM	3174	51R	
86	IBM	3192	DEO	
10	IBM	3192	DFO	
32	IBM	3192	FEO	
25	IBM	5865	003	
6	IBM	5868	052	

EQUIPMENT LOCATION:

742 Old Hammonds Ferry Road
Linthicum, MD 21090

STATE OF MARYLAND

BOOK 550 PAGE 316

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~45496~~ 263485

RECORDED IN LIBER _____ FOLIO _____ ON Sept 2, 1986 (DATE)

1. DEBTOR

Name Stag Trailer Supply of Maryland Inc.
Address 7270 Park Circle Drive, Dorsey, MD 21076

2. SECURED PARTY

Name Emerson Quiet Kool Corporation
Address 400 Woodbine Ave.

RECORD FEE 10.00

POSTAGE .50

Woodbridge, NJ 07095



W554720 0777 R03 T15:24

01/10/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Amendment

Amend debtor's name to: Stag-Parkway, Inc.

Amend to include additional location:
7453 Candlewood Road
Hanover, MD 21076

STAG-PARKWAY, INC.

[Signature]

Dated 12-5-85

[Signature]

(Signature of Secured Party)

JAMES W. WASH

Type or Print Above Name on Above Line

NOTE: Send ONLY first page to the Department of State. You will receive a computer receipt. Pages 1 & 2 are for County filing only. Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County.

PARTIES *Circuit Court of MD*
Debtor name (last name first if individual) and mailing address:
Ketron Development Corp.
1700 N. Moore Street, Suite 1710
Arlington, VA 22209

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) of record name(s) (last name first if individual) and address for security interest information:
Fidelity Bank, National Association
Broad & Walnut Streets, 7-WSPN
Philadelphia, PA 19109
#6254

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.

SIGNATURE(S)
Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):
Fidelity Bank, National Association
(X) *[Signature]*
J. Paul Lynahan, Vice President

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT - Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

RECORD FEE 12.00
POSTAGE .50
#554840 0777 R03 T15:41
01/10/90

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth
- Prothonotary of _____ County.
- Real Estate Records of _____ County. 6

Number of Additional Sheets (if any): 7
Optional Special Identification (Max. 10 characters): 8

ORIGINAL FINANCING STATEMENT BEING CHANGED

This Financing Statement Change relates to an original Financing Statement No. 262678 filed with the: Maryland Clerk of Circuit Court, 7/11/86

- Secretary of the Commonwealth of (date) *(ANNE ARCADE)*
- Prothonotary of _____ County on (date)
- Real Estate Records of _____ County on (date)

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Termination** - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release** - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment** - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment** - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Records are required).

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

RETURN RECEIPT TO:

RETURN TO: J. WOOD
DOC. SUPPORT
7 WSPN
FIDELITY BANK, N.A.
BROAD & WALNUT STS.
PHILA., PA 19109

NOTE: Send ONLY first page to the Department of State. You will receive a computer receipt. Pages 1 & 2 are for County filing only. Pages 3 and 4 are for your records. Check with the Prothonotary of the County for proper use of this form in that County.

PARTIES *Circuit Court of MD*
Debtor name (last name first if individual) and mailing address:
Ketrion Development Corp.
1700 N. Moore Street, Suite 1710
Arlington, VA 22209

FINANCING STATEMENT CHANGE
Uniform Commercial Code Form UCC-3
IMPORTANT - Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): _____ Date, Time, Filing Office (stamped by filing officer): _____

Debtor name (last name first if individual) and mailing address:

This Financing Statement Change is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

- Secretary of the Commonwealth _____ County. 6
- Prothonotary of _____ County. 7
- Real Estate Records of _____ County. 8

Number of Additional Sheets (if any): _____
Optional Special Identification (Max. 10 characters): _____

ORIGINAL FINANCING STATEMENT BEING CHANGED

Debtor name (last name first if individual) and mailing address:

This Financing Statement Change relates to an original Financing Statement No. 262679 filed with the Maryland Clerk of Circuit Court, 7/11/86

- Secretary of the Commonwealth of (date) _____ County on (date) _____
- Prothonotary of _____ County on (date) _____
- Real Estate Records of _____ County on (date) _____

DESCRIPTION OF FINANCING STATEMENT CHANGE

- Continuation - The original Financing Statement identified above is still effective.
- Termination - The Secured Party of Record no longer claims a security interest under the original Financing Statement identified above.
- Release - The Secured Party of Record has released the collateral described in block 11 from the collateral covered by the original Financing Statement identified above.
- Assignment - The Secured Party of Record has assigned to the Assignee, whose name and address are contained in block 11, rights in the collateral described in block 11 under the original Financing Statement identified above.
- Amendment - The original Financing Statement identified above is amended as set forth in block 11 (signatures of Debtor and Secured Party of Records are required).

Secured Party(ies) of record name(s) (last name first if individual) and address for security interest information:

Fidelity Bank, National Association
Broad & Walnut Streets, 7-WSPN
Philadelphia, PA 19109
6254

Description of collateral released, rights assigned, Assignee (name and address), or amendment (as indicated in block 10):

Special Types of Parties (check if applicable):

- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
- The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
- Debtor is a Transmitting Utility.

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.



RECORD FEE 12.00
POSTAGE .50
#554850 C777 R03 T15:41
01/10/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

SIGNATURE(S)

Debtor Signature(s) (only if Amendment):

Secured Party Signature(s):
Fidelity Bank, National Association
(X) *J. Paul Lynahan*
J. Paul Lynahan, Vice President

RETURN RECEIPT TO:

RETURN TO: J. WOOD
DOC. SUPPORT
7 WSPN
FIDELITY BANK, N.A.
BROAD & WALNUT STS.
PHILA., PA 19109

1989 NOV 28 P 9:20

279665

MARYLAND FINANCING STATEMENT FORM

TO BE RECORDED IN LAND RECORDS YES NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 01-02-1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address: Franklin Corporation 4110 Mountain Road Pasadena, MD 21122	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party Bay National Bank 2661 Riva Road Annapolis, MD 21401	Name and address of Assignee  H. ERLE SCHAFFER AA CO. CIRCUIT COURT RECORD FEE 11.00 POSTAGE .50 #661980 C237 R02 T09:47 01/11/90
Date of maturity, if any	Check if proceeds/products of collateral are covered (X)

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

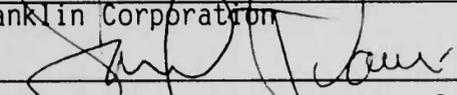
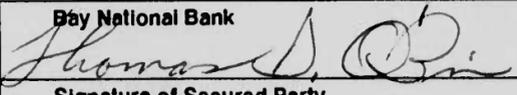
All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

If the underlying secured transaction(s) being publicized by this Financing Statement is/are wholly or partially subject to the Maryland Recordation Tax imposed by Title 12 of the Tax-Property Article, then enter the taxable principal amount of the debt: \$ _____

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 already subject to a security interest in the state of _____ when it was brought into this state or when the debtor's location was changed to this state, or
 which is proceeds of the original collateral described above in which a security interest was perfected.

Franklin Corporation By:  Samuel P. Davis, President	Bay National Bank  Signature of Secured Party Thomas D. O'Brien
---	--

11/00/90

279666

FINANCING STATEMENT

Not subject to recordation tax \$92,000.00

1. Name of Debtor(s): Niermann Weeks Company, Inc.
Address: 216 Eastern Avenue
Annapolis, Maryland 21403

2. Name of Secured Party: Annapolis Banking and Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

RECORD FEE 11.00
RECORD TAX 444.00
M.L.
01/13/90

4. This Financing Statement covers the following types (or items) of property: Austin Computer Systems harddrive #91513229; w/out harddrive # 91513210; Samsung Monitor #80400792; Modem # 4039149; Processor # WP602009961; Keyboard # 6138548. Leasehold improvements to warehouse located at 2150 & 2152 Renard Court, Annapolis, Maryland 21401.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s): Niermann Weeks Company, Inc.

Secured Party: Annapolis Banking and Trust Company
(Type Name of Dealership)

By: [Signature]
Joseph W. Niermann, Pres.

By: [Signature]
William A. Busik, Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

644-1-50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 522
ID No. 271462

Page No. 370

Frank J. Scott, Sr.

1. Debtor(s)
Name or Names - Print or Type
305 E. Furnace Branch Road, Glen Burnie, MD 21061
Address-Street No. City, State, ZIP

Mercantile Mortgage Corporation
Mercantile Safe Deposit & Trust Company

2. Secured Party
Name or Names - Print or Type
200 E. Redwood Street, Baltimore, MD 21202
Address-Street No. City, State, ZIP

3. Maturity Date (if any) NA

4. Check Applicable Statement:

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other..... (Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#662810 C237 R02 T13:49
01/11/90
Termination  H. ERLE SCHAFER
AA CO. CIRCUIT COURT

BEING all those thirty (30) lots of ground, open spaces and road beds as shown on the Plats entitled "Amended Plats of Westwood Manor", which Plats are recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 109, Folios 30 and 31.

Dated November 15, 1989 MERCANTILE MORTGAGE CORPORATION

Please return to:
Northco Title Corporation
P.O. Box 1330
Glen Burnie, MD 21061
(F. Scott, Sr./HbyC)

Paul W. Parks
Paul W. Parks, President

MERCANTILE-SAFE DEPOSIT AND TRUST

Paul A. Stuart
Paul A. Stuart, Vice President

rel\finstmt

10 00 30



STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT AND TERMINATION

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

BOOK 550 PAGE 322

<p>1. DEBTOR and Address</p> <p>Free State Cable TV Co., Inc.. 155 Gaither Drive Moorestown, New Jersey 08057</p>	<p>2. SECURED PARTY and Address</p> <p>Mercantile-Safe Deposit & Trust Company Two Hopkins Plaza Baltimore, Maryland 21201</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Christopher J. Fritz, Esquire Gallagher, Evelius & Jones 218 North Charles Street, Suite 400 Baltimore, Maryland 21201</p>
<p>5. THIS STATEMENT REFERS TO THE ORIGINAL FINANCING STATEMENT FILED AMONG THE <u>Financing</u> RECORDS OF <u>Anne Arundel</u> COUNTY STATE OF <u>Maryland</u>.</p> <p>Number: _____ Date: <u>November 14</u>, 19<u>84</u></p> <p>Record Reference: <u>Book 479 Page 318 Doc #254504</u></p>	
<p>6. CONTINUATION <input type="checkbox"/></p> <p>The Original Financing Statement referred to above between the fore- going Debtor and Secured Party is still effective.</p>	<p>7. RELEASE <input type="checkbox"/></p> <p>From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed above.</p>
<p>8. ASSIGNMENT <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee, whose name and address is shown below, the Secured Party's rights under the Financing Statement referred to above.</p>	<p>9. TERMINATION ... <input checked="" type="checkbox"/></p>

SECURED PARTY:

Mercantile-Safe Deposit and
Trust Company

Dated: January 3, 1990

By: [Signature]
(Title)

COMMONWEALTH LAND TITLE INS. CO.
SUITE 1524, THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202
(90007)

10
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279667

550 PAGE 323

FINANCING STATEMENT

Check below if goods are or are to become fixtures

For Filing Officer Use
File No. _____
Date & Hour _____

[X] TO BE RECORDED IN THE
CHattel RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or Assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
DOUGLAS MARGERUM		1487 Bridgewater Way	Annapolis, Maryland	21401

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
AMERICAN SECURITY BANK, N.A.		734 Fifteenth Street, N.W.	Sixth Floor	Washington, D.C. 20013

- This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

ALL DISTRIBUTIONS, ISSUES, PROFITS AND OTHER COLLATERAL, ALL AS SET FORTH IN EXHIBIT A ATTACHED HERETO

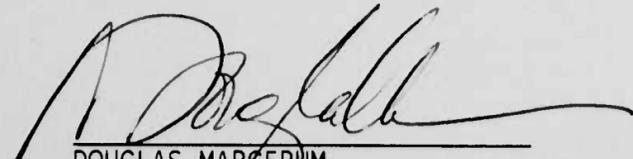
(If affixed to realty--state value of each article)

CHECK [X] THE LINES WHICH APPLY

- If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty--state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- Proceeds of collateral are also covered:
 Products of collateral are also covered:
- (This section applicable in Maryland only.) ~~STRIKE OUT INAPPLICABLE WORDING.~~ The underlying secured transaction(s) being publicized by this Financing Statement ~~is/is not~~ subject to the Recordation Tax imposed by Title 12, Tax Property Article, Annotated Code of Maryland, as amended.

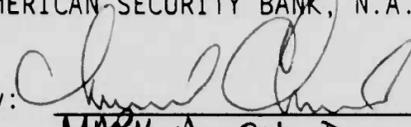
DEBTOR:

SECURED PARTY:



DOUGLAS MARGERUM

AMERICAN SECURITY BANK, N.A.

By: 

MARK A. CHILD
Vice President

Date: January 10, 1990

Date: January 10, 1990

RETURN TO:
Barry P. Rosenthal, Esq.
Brownstein Zeidman and Schomer
1401 New York Avenue, N.W., Suite 900
Washington, D.C. 20005-2102

0690C

EXHIBIT A

All of the Debtor's right, title and interest as a limited partner in GMG Cedar Valley Limited Partnership, a Maryland limited partnership organized and existing pursuant to that certain Limited Partnership Agreement dated January 8, 1990, and all of Debtor's right, title and interest in and to any and all distributions, issues, profits and shares of the surplus, whether cash or otherwise, and any other interest whatsoever of the Debtor, of which the Debtor is now or shall hereafter be entitled as a partner in GMG Cedar Valley Limited Partnership, all as more particularly set forth in that certain Collateral Assignment of Partnership Interests from GMG Cedar Valley, Inc., Douglas Margerum, Michael B. Gross and Michael C. Gelman to Secured Party dated January 10, 1990.

279668

550 325

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND

THE LAND RECORDS OF
ANNE ARUNDEL COUNTY

THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform
Commercial Code.

- | | |
|--|--|
| 1. NAME AND
ADDRESS OF
DEBTOR: | Lithopress, Inc.
116 Mayo Road
Edgewater, Maryland 21037 |
| 2. NAME AND
ADDRESS OF
SECURED
PARTY: | Anne Arundel County, Maryland
c/o Office of Law
P.O. Box 1831
Annapolis, Maryland 21404 |



90 JAN 12 AM 10:31

H. L. W. SCHAFER
CLERK

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A

ATTEST:

PLEDGOR: LITHOPRESS, INC.

Diane McPherson

Donald R. McMullen President (SEAL)
Donald R. McMullen, President

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan,
Senior Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland
21404.

DEBTOR: Lithopress, Inc.
SECURED PARTY: Anne Arundel County, Maryland

1. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

2. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

3. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

4. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods.

5. All Other Equipment and Fixtures. All of the Debtor's other equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 116 Mayo Road, Edgewater, Maryland 21037.

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO
RECORDATION TAX

THE FINANCING STATEMENT RECORDS
OF THE STATE OF MARYLAND

THE LAND RECORDS OF
ANNE ARUNDEL COUNTY

THE FINANCING STATEMENT RECORDS OF
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:	Donald R. McMullen Helen L. McMullen 116 Mayo Road Edgewater, Maryland 21037
--------------------------------	---

2. NAME AND ADDRESS OF SECURED PARTY:	Anne Arundel County, Maryland c/o Office of Law P.O. Box 1831 Annapolis, Maryland 21404
---------------------------------------	--



50 JAN 12 AM 10:31

MARIE SCHAFFER
CLERK

3. This Financing Statement covers the following types (or items) of property:

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

ATTEST:

DEBTOR:

Jamie B. Baes
Jamie B. Baes

Donald R. McMullen (SEAL)
Donald R. McMullen
Helen L. McMullen (SEAL)
Helen L. McMullen

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan, Senior Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots No. 659, 660, 661, 662, 663, and 664, as shown on the Plat of Woodland Beach, Street No. 1, which plat is recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 8, folio 8.

Transaction is a Conditional Sales Contract. Debtor will own property upon payment of all installments.

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on **279670**
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: C.D.I. Textures, Inc.
(Name or Names)
1651 Marley Avenue, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Atlantic Industrial Credit Corporation
(Name or Names)
8019 Belair Road, Suite 2, Baltimore, MD 21236
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Harbor Federal Savings & Loan Association
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

4. This Financing Statement covers the following types (or items) of property:
46 - 6'6"x5' Step Frames, 34 - B/10' Cross Braces, 10 - 10' Aluma Planks, 4 - Base Plate ScrewJacks, 4 - Guard Rail Posts, 4 - 60" Guard Rails, 2 - 10' Guard Rails, 12 - B/8' Cross Braces, 6 - 8' Aluma Planks, 1 - 20' x 20" Stage, 1 - 22' x 20" Stage, 4 - Guard Rail Uprights, 4 - 7' Guard Rails, 2 - 6' Guard Rails.

RECORD FEE 11.00
POSTAGE .50
ML #555710 0777 R03 T10:10
01/12/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
C.D.I. Textures, Inc.
By: Debra K Schwarz Pres.
(Title)

(Type or print name of person signing)

SECURED PARTY:
Atlantic Industrial Credit Corporation
By: _____
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Atlantic Industrial Credit Corp.
8019 Belair Road, Suite 2
Baltimore, Md. 21236

11-50

STATE OF MARYLAND

550 330

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266079

RECORDED IN LIBER 508 FOLIO 200 ON 2-10-87 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORP

Address 407 CRAIN HIGHWAY, GLEN BURNIE MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL FSA

Address 300 E LOMBARD ST. BALTIMORE MD 21202

SOCIETE GENERALE FINANCIAL CORP 50 ROCKEFELLER PLAZA NY NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)



RECORD FEE

10.00

.50

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SOCIETE GENERALE FINANCIAL CORP 50 ROCKEFELLER PLAZA NEW YORK, NY 10020</p> <p>3052</p>	

POSTAGE

FILED 0777 R03 T10:14
01/12/90

H. ERLE SCHAFER
CIRCUIT COURT

ANNE ARUNDEL

BALTIMORE FEDERAL FINANCIAL FSA

Dated _____

Aubrey Keane
(Signature of Secured Party)

Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 206 083

RECORDED IN LIBER 508 FOLIO 207 ON 10/10/87 (DATE)

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address 407 CRAIN HIGHWAY GLEN BURNIE MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL F.S.A.

Address 300 E LOMBARD ST BALTIMORE MD 21202

SOCIETE GENERALE FINANCIAL CORP 50 ROCKEFELLER PLAZA NY NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNED TO : SOCIETE GENERALE FINANCIAL CORP
50 ROCKEFELLER PLAZA
NEW YORK, NY 10020

3054

RECORD FEE 10.00
POSTAGE .50
#555770 0Y77 R03 T10:150
01/12/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

~~SOS MD~~ *Arac Ansel*

BALTIMORE FEDERAL FINANCIAL FSA

Hubey Peano (Signature of Secured Party)

Dated _____

Type or Print Above Name on Above Line

STATE OF MARYLAND

550 FILE 332

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266327

RECORDED IN LIBER 508 FOLIO 607 ON 2-24-87 (DATE)

1. DEBTOR

Name TRANS-AMEICAN LEASING CORP

Address 407 Crain Hwy, Glen Burnie, ND 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL , F.S.A.

Address 300 E. Lombard St. Baltimore, MD 21202

SOCIETE GENERALE FINANCIAL CORP 50 ROCKEFELLER PLAZA NY NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

assigned to: SOCIETE GENERALE FINANCIAL CORP
50 Rockefeller Plaza
NEW YORK, NY 10020



RECORD FEE 10.00
POSTAGE .50
#555780 0777 R03 T10:16
01/12/90
3053 H. ERLE SCHAFER
AA CO. CIRCUIT COURT

ANNE ARUNDEL

BALTIMORE FEDERAL FINANCIAL F.S.A
Aubrey Peano (Signature of Secured Party)
AVT

Dated _____

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 550 PAGE 333

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266072

RECORDED IN LIBER 508 FOLIO 180 ON 2/10/87 (DATE)

1. DEBTOR

Name Sarro/Siegel Leasing Partnership

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

~~Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: _____ (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p> <p style="text-align: right;">3037</p>	

RECORD FEE 10.00
POSTAGE .50
#555790 0777 R03 T10:16
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

anne arundel

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Aubrey Pearne
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 334

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275245

RECORDED IN LIBER 534 FOLIO 181 ON 11/10/88 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>	

RECORD FEE 10.00
POSTAGE .50
#555800 0777 R03 T10:17
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3041

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Aubrey Kama AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 335

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266085
RECORDED IN LIBER 508 FOLIO 213 ON 2/10/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202
Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #555810 0777 R03 T10:18 01/12/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT 3038</p>	

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)
Anthony Pearson, AVP
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263692

RECORDED IN LIBER 502 FOLIO 428 ON 10/10/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

~~Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>	



RECORD FEE 10.00
POSTAGE .50

#555820 0777 R03 T10:18
01/12/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3039

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Hubey Pearce AJP
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 550 PAGE 337

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268396

RECORDED IN LIBER 514 FOLIO 145 ON 7/6/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crian Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202
Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50. Rockefeller Plaza, Ste. 925 New York, NY 10020</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #555830 0177 R03 T10:19 01/12/90 H. ERLE SCHAFER 3046. CIRCUIT COURT</p>	

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Aubrey Pearce AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 FILE 338

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263691

RECORDED IN LIBER 502 FOLIO 427 ON 10/10/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202
Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #555840 0777 R03 T10:19 01/12/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT 3032</p>	

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Aubrey Pearce AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 339

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263689.

RECORDED IN LIBER 502 FOLIO 425 ON 10/10/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: <u>Societe Generale Financial Corporation</u> <u>50 Rockefeller Plaza, St.e 925</u> <u>New York, NY 10020</u></p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #555850 0777 R03 T10:20 01/12/90 H. ERLE SCHAFFER AA CO. CIRCUIT COURT 3033</p>	

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Hubert Pearson ^w AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 340

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263688

RECORDED IN LIBER 502 FOLIO 424 ON 10/10/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes assignee information for Societe Generale Financial Corporation and a record fee stamp.

ANNE ARUNDEL

Dated

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 341

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269052

RECORDED IN LIBER 516 FOLIO 17 ON 8/13/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNEE: Societe Generale financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020



RECORD FEE 10.00
POSTAGE .50
#553870 0777 R03 T10:20
01/12/90
H. ERLE SCHAFER
3035
AP CO. CIRCUIT COURT

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Aubrey Peane AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 342

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266868

RECORDED IN LIBER 510 FOLIO 179 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporaton, 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

ASSIGNEE: Societe Generale Financial Corporation (E)
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#555880 077 R03 T10:21
01/12/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT
3036

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)
Anthony Kane AVT
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 343

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266080

RECORDED IN LIBER 508 FOLIO 202 ON 2/10/87 (DATE)

1. DEBTOR

Name Trans-American leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p> <p style="text-align: right;">RECORD FEE 10.00 POSTAGE .50 #555890 0777 R03 T10:21 01/12/90 H. ERLE SCHAFER 39450, CIRCUIT COURT</p>	

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Anthony Peane, A.P.
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 344

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266330

RECORDED IN LIBER 508 FOLIO 610 ON 2/24/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>		<p>RECORD FEE 10.00 POSTAGE .50 #555900 0777 R03 T10:22 01/12/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT</p>
		3044

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Abney Pearce ^W AVP
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 345

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268399

RECORDED IN LIBER 514 FOLIO 146 ON 7/6/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

ASSIGNEE: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#555910 0777 R03 T10:22
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
3048

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.
(Signature of Secured Party)

Hubert Pearce
Type or Print Above Name on Above Line

STATE OF MARYLAND

550 PAGE 346

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266862

RECORDED IN LIBER 510 FOLIO 171 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard St., Baltimore, MD 21202
Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes assignee information for Societe Generale Financial Corporation and recording details like RECORD FEE 10.00 and POSTAGE .50.

ANNE ARUNDEL

Dated

BALTIMORE FEDERAL FINANCIAL, F.S.A. (Signature of Secured Party)

Handwritten signature Aubrey Kane and typed name AVT

Type or Print Above Name on/Above Line

STATE OF MARYLAND

550 347

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268394

RECORDED IN LIBER 514 FOLIO 144 ON 7/6/87 (DATE)

1. DEBTOR

Name Trans-American leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNEE: Societe Generale Financial Corporation
50 Rockefeller Plaza, Ste. 925
New York, NY 10020

RECORD FEE 10.00
POSTAGE .50
#555930 CT77 R03 T10:23
01/12/90
H. ERLE SCHAFER
8650. CIRCUIT COURT

ANNE ARUNDEL

Dated _____

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

Aubrey Peano AVP
Type or Print Above Name on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated 12/28/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. LESSEE: ~~DEBTOR~~

Name Charles J. & Nollie B. Ruehle T/A Rosebrooke Farms
Address 1000 Lower Pindell Rd, Lathian, MD 20711

2. LESSOR: ~~SECURED PARTY~~

Name TELMARK INC.
Address P. O. Box 4943, Syracuse, NY 13221

RECORD FEE 13.00

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1 used 530 Bobcat
Skid Steer Loader

Name and address of Assignee

NO H. ERLE SCHAFER
AA CO. CIRCUIT COURT
01/12/90

The Lessee has a Farm Operation and this equipment will be used in the Farm Operation.

THIS IS A LEASE TRANSACTION AND THIS FILING IS MADE FOR INFORMATIONAL PURPOSES ONLY. CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of LESSEE)
Charles J. ~~Ruehle~~ Ruehle
Type or Print Above Name on Above Line

TELMARK INC.

[Signature]
(Signature of LESSEE)
Nollie B. Ruehle
Type or Print Above Signature on Above Line

[Signature]
(Signature of LESSOR)
LYNNE S. HARDING
Type or Print Above Signature on Above Line

13

279672

550 PAGE 349

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

ARINC Research Corporation
2551 Riva Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)

Business Leasing Associates, Inc.
1522 King Street
Alexandria, VA 22314

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property:

Hyundai CPU #90700425
1.2 MB # 107572
40 MB # 01837
~~Keyboard # 95015560~~
VGA # 727037649
CTX VGA # CD 39-101859D

5. Assignee(s) of Secured Party and Address(es)

US/ALB .50
#556230 C777 R03 T10:41
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
Lease # 8912002

Not subject to recordation tax as it is filed to publicize a lease of goods.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

ARINC Research Corporation

Business Leasing Associates, Inc.

By: *[Signature]* 12/11/89
William A. Kiehl, Manager

By: *[Signature]*
Charles A. White, Jr., VP, Admin.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 546 Page No. 528
Identification No. 278773 Dated 10/4/89

1. Debtor(s) Circle Graphics, Inc.
Name or Names- Print or Type
7484 K Candlewood Road Harmans, Md. 21077
Address-Street No. City/Co. State ZipCode

2. Secured Party Equitable Bank, N.A.
Name or names- print or Type
100 S Charles Street Baltimore, Maryland 21201
Address-Street No. City/Co. State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment The secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other termination (Indicate whether amendment termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#556270 0777 R03 T10:45
01/12/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Dated: 1/5/90

Equitable Bank, N.A.

Name of Secured Party



Signature of Secured Party

C. L. Carr, Asst.

Type or Print (Include Title)

1050

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

Mr. Mattress Partnership
Name or Names--Print or Type

1772 Sulphur Spring Road, Suite 109, Baltimore, Md 21227
Address--Street No. City-County State Zip Code

see ATTACHED - EXHIBIT 1 - LOCATIONS
Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust Company
Name or Names--Print or Type

2 Hopkins Plaza, 2nd Floor, Baltimore, Maryland 21202
Address--Street No. City-County State Zip Code

3. This Financing Statement covers the following types of property (describe):
(Attach list if necessary.)

Accounts receivable, including (but not limited to) all present and future accounts, contracts, contract rights, conditional sales contracts, open accounts receivable, book debts, notes, drafts, acceptances, instruments, chattel paper and other choses in action, and returned goods, and all products and proceeds thereof, now or hereafter owned or held by or payable to the Debtor.

All inventory of Debtor, including all goods, merchandise and other personal property, now owned or hereafter acquired by the Borrower, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials, work and goods in process, materials, finished goods, supplies, or other tangible property used or consumed or to be used or consumed in the Borrower's business.

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s):

Wayne Rudick
(Signature of Debtor)

Mr. Mattress Partnership
Type or Print

Jay Braumen
(Signature of Debtor)

Mr Mattress Partnership
Type or Print

Secured Party: Mercantile Safe Deposit Trust Company

H. ERLE SCHAFER
AA CD. CIRCUIT COURT
POSTAGE .50
#556280 0777 R03 T10:51
01/12/90

[Signature]
(Signature of Secured Party)

Mark G. Pohlhaus, Vice President
Type or Print (Include title if Company)

TW

RECORD FEE 13.00
POSTAGE .00
#556280 0777 R03 T10:51
01/12/90
H. ERLE SCHAFER
AA CD. CIRCUIT COURT
POSTAGE .50
#556280 0777 R03 T10:51
01/12/90
H. ERLE SCHAFER
AA CD. CIRCUIT COURT

To the Filing Officer: After this statement has been recorded, please mail same to:

Name and Address Mark G. Pohlhaus
2 Hopkins Plaza
2nd Floor
Baltimore, Maryland 21201

1350

EXHIBIT 1

1. 714 York Road
Towson, Maryland 21204
2. 6400 Baltimore National Pike
Baltimore, Maryland 21228
3. 8116 Ritchie Highway
Pasadena, Maryland 21122
4. 8649 Philadelphia Road
Baltimore, Maryland 21237
5. 11718 Reisterstown Road
Franklin Village Shopping Center
Reisterstown, Maryland 21136
6. 1772 Sulphur Spring Road
Suite 105
Baltimore, Maryland 21227-2538
7. 6320 Ritchie Highway
Suite 7-B
Glen Burnie, Maryland 21061
8. 85 Forest Drive
Forest Plaza Shopping Center
Annapolis, Maryland 21012
9. Hunt Valley Shopping Center
11341 York Road
Cockeysville, Maryland 21030
10. 5 Bel Air South Parkway
Suite J-1009
Bel Air, Maryland 21014

STATE OF MARYLAND

BOOK 550 PAGE 353

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259103

RECORDED IN LIBER 491 FOLIO 277 ON 11-7-85 (DATE)

1. DEBTOR

Name ANDREW JAMES MEYER
1390 MEYER STATION ROAD
Address ODENTON, MD 21113

RECORD FEE 10.00
POSTAGE .50
#556300 0777 R03 T10:52

2. SECURED PARTY

Name J I CASE CREDIT CORP
P O BOX 292
Address RACINE, WI 53401

01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>
<p>1 NEW INTERNATIONAL TRACTOR MN#584 SN #10409 1 NEW INTERNATIONAL BLADE MN#15 SN #4741 1 NEW WOODS MOWER MN#MD80 SN#3631</p>	

Dated 1-6-90

TERRY THOMAS
(Signature of Secured Party)
Terry Thomas
Type or Print Above Name on Above Line

10.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279674

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. Cirelli General Contractors, Inc.
Address 537 Ritchie Highway, Suite 2E, Severna Park, Md 21146

2. SECURED PARTY

Name Space Maker Systems Co., Div. The Space Maker Group, Inc.
Address 3310 Childs St., Balto., Md. 21226

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
POSTAGE .50

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) One new 1989 Toyota Skid Steer Loader Model 2SDK7, s/n 12471, Floatation Tires, 11.3 cu. ft. bucket

Name and address of Assignee
Toyota Motor Credit Corp
19001 S. Western Ave
Torrance, Ca. 90509

#556330 0777 R03 T10:56
01/12/90

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

J. Cirelli General Contractors, Inc.
(Signature of Debtor)

Carlton Lee Chilcoat V.P.
Type or Print Above Name on Above Line

Carlton L Chilcoat V.P.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Space Maker Systems Co., Div.
The Space Maker Group, Inc.
(Signature of Secured Party)

J. Fisher - G.M.
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279675

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name L. R. Willson & Sons, Inc.

Address P.O. Box 227 Gambrills, MD 21054

2. SECURED PARTY

Name Capital Equipment Company, Incorporated

Address 9002 Mountain Rd. Richmond, VA 23228

Orix Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY
Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

RECORD FEE 17.00

POSTAGE .50

#556340 C777 R03 T10:57

01/12/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L. R. Willson & Sons, Inc.

Donald R. Willson VP
(Signature of Debtor)

Donald Willson V.P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Capital Equipment Company, Incorporated

Robert L. Hiloman President
(Signature of Secured Party)

Robert Hiloman, President
Type or Print Above Signature on Above Line

1750

ASSIGNMENT

550 PAGE 356

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 3, 1990, between Capital Equipment Company, Incorporated, as Seller/Lessor/Mortgagee and L. R. Willson & Sons, Inc. P.O. Box 227 Gambrills, MD 21054

(Name)

(Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 132,310.56.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of January, 1990.

Capital Equipment Company, Incorporated (Seal)
(Seller/Lessor/Mortgagee)

By:

Robert L. ... President

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA-L-5A

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 550 PAGE 357

TO: Capital Equipment Company, Incorporated ("Seller")
102 Mountain Rd. Richmond, VA 23228
(Address of Seller)

FROM: L. R. Willson & Sons, Inc. ("Buyer")
P.O. Box 227 Gambrills, MD 21054
(Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks):
One (1) 1985 Grove Model TMS522
Crane S/N 68928

(1) TIME SALES PRICE	\$ 150,067.03
(2) Less DOWN PAYMENT In Cash	\$ 15,000.00
(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
(4) CONTRACT PRICE (Time Balance)	\$ 132,310.56

Record Owner of Real Estate: _____

*Description of any Trade-In: _____

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:

(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred thirty two thousand three hundred ten and 56/100 Dollars (\$132,310.56) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 4th day of February, 19 90, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 2,756.47 and the final installment being in the amount of \$ 2,756.47 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: January 3, 19 90

BUYER(S)-MAKER(S):

Accepted: Capital Equipment Company, Incorporated (SEAL)
(Print Name of Seller Here)

L. R. Willson & Sons, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: Robert Hilerman President
Robert Hilerman President
(Witness as to Buyer's and Co-Maker's Signature)

By: Donald O.P. Willson V.P.
Co-Buyer-Maker: Donald Willson V.P. (SEAL)
(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: _____

This instrument prepared by _____

CA-L-2XD(1-75)

© 1988 ORIX Credit Alliance, Inc.

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ORIGINAL FOR FILING-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED.** BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH. Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
 _____ (Witness)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 279676

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1256.46

If this statement is to be recorded in land records check here.

This financing statement Dated 12/4/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Connie Spain

Address 2647 Seamon Ave, Baltimore, MD 21225

2. SECURED PARTY

Name AVCO Financial Servicers

Address PO BOX 997

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

"CERTAIN CONSUMER PERSONAL PROPERTY AND OTHER HOUSEHOLD GOODS"

RCA 19" TV
VSA VCR

Name and address of Assignee
TW

RECORD FEE 11.00
RECORD TAX 10.50
POSTAGE .50
#556460 0777 R03 T11:03
01/12/90

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Connie Spain
(Signature of Debtor)

CONNIE SPAIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Monique J. Herzberger
(Signature of Secured Party)

MONIQUE J. HERZBERGER, ADMIN ASST.
Type or Print Above Signature on Above Line

10550

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be Recorded in the:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
2. Financing Statement Records of Anne Arundel County, Maryland

1. NAME AND ADDRESS OF DEBTOR:

DURBIN ENTERPRISES, INC.
7477 Baltimore-Annapolis Boulevard
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

R. W. Glen Burnie
601 Pennsylvania Avenue
Baltimore, Maryland 21201

(TW) RECORD FEE 11.00
POSTAGE .50
#556470 DT77 R03 T11:06
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. This Financing Statement covers all of the following property of the Debtor:

A. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 7477 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061, and the record owner of such real property is R. W. Glen Burnie.

B. Specific Equipment and Fixtures. All of the Debtor's equipment and fixtures described in Exhibit A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All

such fixtures are or will be attached to the real property located at 7477 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061, and the record owner of such real property is R. W. Glen Burnie.

C. Other. All of the Debtor's property described in Exhibit A attached hereto and made a part hereof by reference, together with all products and cash and non-cash proceeds thereof.

4. Not subject to recordation tax on the principal amount of \$ 45,000.00, because this is a purchase money transaction.

DEBTOR:

DURBIN ENTERPRISES, INC.

By: *Robert S. Durbin* (SEAL)
ROBERT S. DURBIN, President

RETURN TO:

R. MARC GOLDBERG, P.C.
19 E. Fayette Street, Suite 404
Baltimore, Maryland 21202

EXHIBIT "A"

Liquor License No. 1065 issued by The Board of Liquor License Commissioners for Anne Arundel County.

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

File No.
Record Reference: Liber.....
Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

- 1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number: 256094.....;

Record Reference: Liber 483..... Folio 578.....;

Date of Filing: April 10, 1985.....

RECORD FEE 10.00
POSTAGE .50
#556480 0777 R03 T11:06

- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Fort Liquors, Inc.

1628 Annapolis Road
Odenton, Maryland 21113
ERLE SCHAFER
AA CO. CIRCUIT COURT

01/12/90

- 3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated: January, 2....., 19..90..

By: *Marilyn F. Horton*
Marilyn F. Horton
Assistant Vice President

RETURN TO: Fort Liquors, Inc.
1628 Annapolis Road
Odenton, Maryland 21113

Type or print all names
and titles under signatures.

1030

STATE OF MARYLAND

550 PAGE 363

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266869

RECORDED IN LIBER 510 FOLIO 182 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21203

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020 Attn: Julie ^{01/12/90}
Person And Address To Whom Statement Is To Be Returned If Different From Above, H. ERLE SCHAFER

RECORD FEE 20.00

#554420 0777 R03 T11:17

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Assignee: Societe Generale Financial Corporation 50 Rockefeller plaza, Ste. 925 New York, NY 10020</p>	
	3087	

ANNE ARUNDEL

Dated 12/28/81

BALTIMORE FEDERAL FINANCIAL, F.S.A.

David P. Horn ASST Sec.
(Signature of Secured Party)

David P. Horn
Type or Print Above Name on Above Line

250

3087

550 PAGE 364

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
6 (six)	Panel W Elec EFF4236
2 (two)	Panel PFF4224
2 (two)	Panel PFF4248
1 (one)	Door GPA8042
24 (twenty four)	Flip door cabinet CAF36
6 (six)	Level plate WPC
2 (two)	Wall start PMB
6 (six)	Worksurface HCL7224
6 (six)	Worksurface HCL4824
12 (twelve)	Duplex S0011
1 (one)	Power Pole "T" SPPT
6 (six)	Pedestal APA0612
2 (two)	Trans cable STC24
2 (two)	Trans cable STC48
10 (ten)	Lower fabric panel NPF3236
5 (five)	Upper glaze NUG3236
1 (one)	Panel W Elec EFF4236
1 (one)	Panel PFF4236
1 (one)	Panel PFF4230
2 (two)	Panel PAA8024
2 (two)	Panel PAA8024
2 (two)	Panel PAA8030
4 (four)	Panel PAA8036
1 (one)	Panel W Elec EAA8042
1 (one)	Panel W Elec EAA8048
1 (one)	Panel W Elec EAA8024
1 (one)	Worksurface WDL7230
1 (one)	Desk Side WES3030
1 (one)	Modesty Panel WMS7227
1 (one)	Worksurface HCL4218
1 (one)	Worksurface HCL7224
1 (one)	Pedestal APA0612
1 (one)	Flip door cabinet CAF30
1 (one)	Bin drawer CBAF30
1 (one)	Bin divider CBD
1 (one)	Door GPA8042
1 (one)	Power pole SPP90

CREDIT CARD PROTECTION AGENCY, INC.

TRANS-AMERICAN LEASING CORPORATION

BY: *Martin...*

BY: *Frank...*

TITLE: *Co*

TITLE: *Bx J.P.*



CREDIT CARD PROTECTION AGENCY, INC.

Schedule 01

550 365

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Duplex S0011
2 (two)	Hi/Lo Connector PHL90
5 (five)	Fabric
2 (two)	Leveling plate WPC
10 (ten)	Wood trim MFS
7 (seven)	Top Cap MTC36
3 (three)	Top Cap MTC24
2 (two)	Top Cap MTC30
2 (two)	Top Cap MTC42
1 (one)	Top Cap MTC48
1 (one)	End Filler MPF80
1 (one)	End Filler MPFT80
4 (four)	End Filler MPF8090
3 (three)	Vinyl Extrusion GVF6300
1 (one)	Vinyl Extrusion GVF63T0
3 (three)	Vinyl Extrusion GVF6390
3 (three)	Wire Manager GWR19
1 (one)	Panel PFF4230
1 (one)	Panel Elec EAA6330
2 (two)	Panel PAA6324
1 (one)	Panel Elec EFF4248
2 (two)	Worksurface HCL3024
1 (one)	Worksurface HCL4324
2 (two)	Worksurface HCC2424
1 (one)	Counter surface HCS4812
1 (one)	Counter Surface HCS3012
2 (two)	Counter Surface HCR2412
1 (one)	Pedestal APA0612
1 (one)	Power Pole SPP90
1 (one)	Trans Cable STC48
2 (two)	Duplex S0011
2 (two)	Hi/Lo Connector PHL
4 (four)	Connector PHL90
1 (one)	Tasklight GLT24
1 (one)	Flip door cabinet CAF30
4 (four)	Leveling plate WPC
1 (one)	Panel W Elec EFF3236
1 (one)	Panel W Elec PFF3236
2 (two)	Panel PFF3224
1 (one)	Panel W Elec EAA6324
1 (one)	Panel W Elec EAA6336

CREDIT CARD PROTECTION AGENCY, INC.

BY: Y. Martin GamaTITLE: COO

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]TITLE: Exec.

CREDIT CARD PROTECTION AGENCY, INC.

Schedule 01

EQUIPMENT LIST

BOOK 550 PAGE 366

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Panel PAA6336
3 (three)	Panel PAA6324
2 (two)	Worksurface HCL7224
2 (two)	Flip door cabinet CAF36
2 (two)	Tasklight GLT24
1 (one)	Pedestal APA0612
2 (two)	Connector PHL90
1 (one)	Leveling plate WPC
1 (one)	Power cable SPC
3 (three)	Duplex S0011
4 (four)	Panel PAA6336
3 (three)	Panel PAA6324
2 (two)	Worksurface HQL7224
2 (two)	Flip door cabinet CAF36
2 (two)	Tasklight GLT24
1 (one)	Pedestal APA0612
2 (two)	Connector PHL90
1 (one)	Leveling plate WPC
1 (one)	Power cable SPC
3 (three)	Duplex S0011
10 (ten)	Amseco Acton chair 8704
1 (one)	Condi oval conf. table
1 (one)	Bus Accss Magnabd Cabinet
1 (one)	Panel trim GVF80T0
1 (one)	Panel trim GVF6390
8 (eight)	Duplex S0T12
1 (one)	Power cord ses
1 (one)	Trans cable STC30
1 (one)	Panel EAA6336
1 (one)	Panel PAA8024
1 (one)	Panel EAA8036
2 (two)	Panel PAA8030
2 (two)	Panel EAA8030
1 (one)	Panel EFF3224
1 (one)	Panel PFF3224
2 (two)	Panel PFF3230

CREDIT CARD PROTECTION AGENCY, INC.

BY: X *Martin Gomez*TITLE: X *COO*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*TITLE: *AVP*

CREDIT CARD PROTECTION AGENCY, INC.

Sch. 01

EQUIPMENT LIST

QUANTITY

DESCRIPTION

550 PAGE 367

1 (one)	Worksurface HCL6024
1 (one)	Worksurface HCL6030
2 (two)	Worksurface HCL3624
1 (one)	Cabinet CAF36
1 (one)	Cabinet CAH36
4 (four)	Cabinet CAF30
2 (two)	Task light GLT24
1 (one)	Keyboard HMK2410
1 (one)	Pedestal APA0612
1 (one)	Level Plate WPC
1 (one)	Wire Mgr GWR19
4 (four)	Connector HILO 90 PHL90
4 (four)	Connector HILO PHL
1 (one)	Panel trim GVF8000
1 (one)	Scandiline desk V3161DB
1 (one)	Scandiline Credenza
1 (one)	B10 Synchro 8475-2300
1 (one)	Worksurface WDL7230
1 (one)	Desk side WES3030
1 (one)	Worksurface HCL4218
1 (one)	Condi credenza E215
2 (two)	Curved panel VFF4224
1 (one)	Hamilton shelves
1 (one)	Schaffer desk chair
2 (two)	Schaffer visitor chair

CREDIT CARD PROTECTION AGENCY, INC.

BY: *Marta Arma*

TITLE: *COD*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

TITLE: *Buyer*

STATE OF MARYLAND

550 368

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261580

RECORDED IN LIBER ⁴⁹⁷ FOLIO 383 ON 4/29/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St, Baltimore, MD 21202

~~Societe Generale Financial, 50 Rockefeller Plaza, Ste. 925, New York, NY 10020~~ Attn: Julie
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	RECORD FEE 10.00	
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>	POSTAGE .50	
	<p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>		<p>H. ERLE SCHAFFER AA CO. CIRCUIT COURT</p>	#556630 0777 R03 T11:18 01/12/90
				3084

ANNE ARUNDEL COUNTY

Dated 12/28/89

BALTIMORE FEDERAL FINANCIAL, F.S.A.

David P. Horn
(Signature of Secured Party)

David P. Horn
Type or Print Above Name on Above Line

154

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Model 4220 - Local Concentrator
1	Model 4230 - Remote Concentrator
	Concentrator Spares
1	CPU
2	Hard Disk - Fujitsu 20 MB
4	CRT - LSI
1	System Cabinet
1	Bulk Printer
1	Autodial Modem
1	Series 2000 Call Distributor Unit
4	Operator Consoles
1	System Spares Consisting of: (ACD)
	1 - CPU Board 88/25
	1 - Generator Board
	1 - Trunk Card
	1 - Operator Console
	1 - Power Panel
1	Manager's Kit, 2700

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]
TITLE: B.V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]
TITLE: SVP

attached to General Report

STATE OF MARYLAND

BOOK 550 PAGE 370

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261582

RECORDED IN LIBER 497 FOLIO 387 ON 4/29/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street, Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, New York, NY 10020 Attn:Julie
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>FEE 10.00</p> <p>POSTAGE .50</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>	<p>#056640 0777 R03 T11:18</p> <p>01/12/90</p> <p>H. ERLE SCHAFER</p>
	<p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>		<p>AA CO. CIRCUIT COURT</p>

3074

ANNE ARUNDEL COUNTY

Dated 12/28/89

BALTIMORE FEDERAL FINANCIAL, F.S.A.

David P. Hurn Asst Sec.
(Signature of Secured Party)

David P. Hurn
Type or Print Above Name on Above Line

15.50

3074

TRANS-AMERICAN LEASING CORPORATION

1071 WORCESTER ROAD
FRAMINGHAM, MASSACHUSETTS 01701
617-872-3400

550 PAGE 371

EXHIBIT A

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Pursuant to Equipment Lease (Lease No. 865220) dated February 27,
19 86 (the "Lease"), and Rental Schedule No. 02 thereunder, by and between TRANS-
AMERICAN LEASING CORPORATION ("Lessor"), a Maryland corporation, with a place of business at 1071
Worcester Road, Framingham, Massachusetts 01701, and Lowell Telephone Answering Service
("Lessee") a Pennsylvania Subcorporation, with a place
of business at 317 Buch Avenue; Lancaster, PA 17601

, the undersigned, for and on behalf of Lessee, and being duly authorized so to do, hereby
(a) certifies that the following equipment (the "Equipment") has been delivered to, and inspected by
Lessee and is in good working order, repair and condition, and has been installed to the satisfaction of
Lessee, and (b) unconditionally accepts the Equipment for all purposes of the Lease, as of the date hereof.

<u>Quantity</u>	<u>Description of Equipment</u>
1	Best Power Technology #M500VA
1	Best Power Technology #M1000VA

LOWELL TELEPHONE ANSWERING SERVICE
(Lessee)

By X Karan K. Puri
(authorized signature)

Its X Owner
(title)

Date: X 3/26/86

STATE OF MARYLAND

550 372

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266863

RECORDED IN LIBER 510 FOLIO 172 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street, Baltimore, MD 21202

Societe Generale Financial Corp., 50 Rockefeller Plaza, New York, NY 10020 Attn: Julie
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>	



RECORD FEE 10.00
POSTAGE .50
#556650 0177 R03 T11:19
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3075

ANNE ARUNDEL

Dated 12/28/89

BALTIMORE FEDERAL FINANCIAL, F.S.A.

David P. Hurn Ass't. Sec.
(Signature of Secured Party)

David P. Hurn

Type or Print Above Name on Above Line

1152



2075

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Ice-O-Matic C-40 HAP Ice Machine
1 (one)	Follett 501-P Ice Bin
1 (one)	Berkel 818 Slicer
1 (one)	Metal Masters 412-16-3-18 3 compartment sink
1 (one)	Set Republic Steel Lockers
1 (one)	Southern Stainless 7'10" X 8'7" - Walk-in refrigerator
1 (one)	Southern Stainless 7'10" X 6'9" - Walk-in freezer
1 (one)	Lot of metal master shelving for walk-ins
1 (one)	Lot of metal master shelving for dry storage
1 (one)	Star Metal FS-6E Freezer
1 (one)	Metal Master T3072EB-BS Stainless steel worktable
1 (one)	Star 14-HL Heat Lamp
1 (one)	Metal Master T3048 SB-BS Stainless steel worktable
1 (one)	Metal master OB 3048 SB Stainless steel worktable
1 (one)	Metal master OB3036 SB-BS Stainless steel worktable
1 (one)	Metal master T3036-OB-BS Stainless steel worktable
1 (one)	OB3072 SB-BS stainless steel worktable (Metal Master)
1 (one)	Star 130R and 131 Warming unit
1 (one)	Hatco GRAH-60 Heat lamp
1 (one)	Custom 8' stainless steel updraft with stainless steel equipment stand
1 (one)	Range - Guard fire suppression system
1 (one)	Custom 5' stainless steel eyelash hood
1 (one)	Kingtron JX-64 Cash Register
6 (six)	Waymar IS-I-2-42 Contour booths
1 (one)	Star Metal PTA-20-S Pizza Prep unit
1 (one)	Star metal RST-45-3E Sandwich Unit
1 (one)	Blodgett 1048 Pizza Oven
1 (one)	Frsnke CDL-24 Refrigerated display case
2 (two)	Wells P-55-ST5 Fryers
1 (one)	Star 256 Griddle
1 (one)	Bunn STS-F-15 Coffee Machine
1 (one)	Jet Spray TJ3 Drink Dispenser
2 (two)	Merco 500-R Heat Lamps
2 (two)	Waymar TC-1 Trash receptacles
8 (eight)	Panel Main Street Menu Board

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, III
TITLE: Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: Nancy T. Jaymar
TITLE: Asset Loan Credit Officer

2099 0882

STATE OF MARYLAND

550 374

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 266863

RECORDED IN LIBER 510 FOLIO 175 ON 4/2/87 (DATE)

1. DEBTOR

Name Trans-American Leasing corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St., Baltimore, MD 21202

Societe Generale Financial Corporation, 50 Rockefeller Plaza, Ste. 925, New York, NY 10020
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE

10.00

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza, Ste. 925 New York, NY 10020</p>	

#556660 0777 R03 T11:21
01/12/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT
POSTAGE .50

#556670 0777 R03 T11:21
01/12/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3080

ANNE ARUNDEL

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 12/28/89

David P. Hurn ASST. Sec.
(Signature of Secured Party)

David P. Hurn
Type or Print Above Name on Above Line

156

3080
3090

TRANS-AMERICAN LEASING CORPORATION
1071 WORCESTER ROAD
FRAMINGHAM, MASSACHUSETTS 01701
617-872-3400

CERTIFICATE OF INSPECTION AND ACCEPTANCE

Pursuant to Equipment Lease (Lease No. 020789) dated February 9,
1987 (the "Lease"), and Rental Schedule No. n/a thereunder, by and between TRANS-
AMERICAN LEASING CORPORATION ("Lessor"), a Maryland corporation, with a place of business at 1071
Worcester Road, Framingham, Massachusetts 01701, and Clifton A. Cornish, Jr. D/B/A
CBY Enterprises ~~corporation~~ ~~with a place~~
**("Lessee") a Maryland partnership ~~corporation~~ with a place
of business at 227 Berlin Avenue, Baltimore, MD 21225
, the undersigned, for and on behalf of Lessee, and being duly authorized so to do, hereby
(a) certifies that the following equipment (the "Equipment") has been delivered to, and inspected by
Lessee and is in good working order, repair and condition, and has been installed to the satisfaction of
Lessee, and (b) unconditionally accepts the Equipment for all purposes of the Lease, as of the date hereof.

<u>Quantity</u>	<u>Description of Equipment</u>
1 (one)	1986 Autocar DK 64F w/steel J & J Body - S/N 1WBUCJF2GU 300 897

CLIFTON A. CORNISH, JR. D/B/A CBY ENTERPRISES
(Lessee)

By *Clifton A. Cornish, Jr. President*
(authorized signature)

Its *Horace E. Beard Jr. Treasurer*
(title)

Date: *Feb 12, 1987*

*Wherever the term Equipment Lease appears it is deemed to mean Security Agreement
**Wherever the term Lessee appears it is deemed to mean Debtor.
***Wherever the term Lessor appears it is deemed to mean Secured Party



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

550 376
279678
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Societe Generale Financial Corporation

Address 50 Rockefeller Plaza, Ste. 925, New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50



#556680 C777 R03 T11:22
01/12/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

3073

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

anne arundel county

~~Trans-American Leasing Corp.~~

[Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

156

EQUIPMENT LIST

Emanuel Tire Company

Schedule 03

Quantity

Description

1 Mitts & Merrill MS 5028 Shredder motor 2 - 75 HP
 1800 RPM, TEFC SP 84039

Cutting Chamber Assy. (K61 A001-OD) K61L0010P
 Drive Assy. (K61A0020D)

Cutting Group Assy 1 + 1 + 1 Programmed 15/16' knife, 3 hook
 1 1/2 reach SAE 6150 K61 GB01 1 P

Electrical panel & controls free standing NEMA 3R 460V remote
 mounted K61 E001 OD

Feed Hopper K61 S001 OD

Base: K61 S001 OD
 Bottom Place Guard for Base-Weld in Place K61-S0020B

Legs for Base K61 S003 OD
 Screw HEX HD cap 3/4-10 x 3 1/2 long 612012280
 Hex Nut 3/4 - 10 614512001
 Lockwasher 3/4 615600080
 General Dimensions K61P0010D

15/16' knife 3 hook K60B5304D

Shaft Tail

End Bearing

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]

TITLE: B.V.P.

EMANUEL TIRE COMPANY

BY: [Signature]

TITLE: Owner X

[Handwritten marks]



Anne Arundel County

550 378

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279679

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corp.
Address The Steffey Building, Ste. 200 B, 407 Crain Highway,

2. SECURED PARTY

Name Societe Generale Financial Corp.
Address 50 Rockefeller Plaza
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LISTING



RECORD FEE 11.00
#506690 0777 R03 T11:22
01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Trans-American Leasing Corp.
Frank J. Sarro III
(Signature of Debtor)

Societe Generale Financial Corp.

Frank J. Sarro III, Exec. Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

M. A. ...
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

FILED IN THE STATE OF MARYLAND

11/10

AS OF 12/12/59

550 379

CUST. #	NOTE #	NAME	TERM	FMT	RATE	PV	LAST PAID	NO. OF DAYS	PER DIEM	SUB INTEREST	TOTAL FUNDING	SGFC RESERVE	DUE TO BFF
27		1 AIRCRAFT ENGINEERING PRODUCTS	21	3,533.03	9.50%	62,420.45	11/15	27	16.47	444.69	62,865.14	7,490.45	55,374.69
135		1 BUNNER SHEET METAL	5	2,339.31	13.00%	11,329.24	12/01	11	4.09	44.99	11,373.23	1,359.39	10,013.84
135		2 BUNNER SHEET METAL	15	1,139.29	10.00%	16,000.64	12/01	11	4.44	48.24	16,049.48	1,920.02	14,129.46
135		1 BRISCO BAILING CORP.	15	2,301.60	10.00%	34,342.55	11/15	27	9.54	357.58	34,600.13	4,121.11	30,479.02
135		1 CBZ ENTERPRISES	27	1,745.76	10.00%	47,959.71	11/15	27	13.33	359.91	48,359.62	5,759.97	42,599.65
261		1 CREDIT CARD PROTECTION AGENCY	1	7,502.10	10.00%	47,533.23	11/15	27	13.20	356.40	47,889.63	5,703.59	42,186.04
331		1 DOME SHEET METAL, INC.	26	2,040.35	10.00%	25,170.49	11/15	27	6.99	158.73	25,359.22	3,020.46	22,338.77
545		1 HYUNG S. PAK & FAL KIM	26	1,794.35	10.00%	43,526.93	11/15	27	13.48	363.96	43,890.89	5,323.23	43,067.66
703		1 LOWELL TELEPHONE ANSWERING	1	6,500.00	10.00%	46,764.08	10/15	53	13.19	1,055.02	47,339.10	5,614.09	42,225.01
703		2 LOWELL TELEPHONE ANSWERING	21	2,153.00	14.00%	2,221.56	12/15	-3	0.36	(12.58)	2,218.96	266.58	1,952.38
703			1	0.00	14.00%	19,336.09	11/15	27	6.98	138.46	19,524.55	2,320.33	17,204.22
703		1 MICHAEL F. SMITH	17	1,231.50	13.00%	72,062.49	11/01	41	29.03	1,150.23	73,252.72	8,647.50	64,605.22
703		1 NORMAN EMMUEL TIRE CO.	15	4,177.52	14.50%	27,843.29	12/01	11	10.05	110.55	27,953.84	3,341.19	24,612.64
135		1 ONA CORP	4	7,150.36	13.00%	259,612.68	11/15	27	68.51	1,349.77	261,462.45	31,153.52	230,308.93
135		1 XCELL PLASTICS CORP.	21	11,263.95	9.50%								
			1	0.00	9.50%								
			1	50,922.00	9.50%								

721,182.41

6,455.55 727,633.96 26,541.89 641,097.07

PREPARED BY: *[Signature]*

APPROVED BY: *[Signature]*

SUBMITTED BY OFF # 640,319.70 *

550 REC 380

279680

FINANCING STATEMENT

For Filing Officer - (Date, Time, No., and Office)

This financing statement is presented to a filing officer for filing pursuant to the Virginia Uniform Commercial Code to perfect a security interest in the below named collateral.

1. Debtor and Address:

MULTIWORLD LIGHTING COMPANY
103 West Broad Street
Suite 300
Falls Church, VA 22046

ALSO: 7465 Candlewood Road
Hanover, Maryland 21076

2. Secured Party and Address:

PETRA INTERNATIONAL BANKING CORPORATION
1801 K Street, N.W.
Suite 201
Washington, DC 20006

TW

RECORD FEE 11.00
POSTAGE .50

3. This Financing Statement covers the following types of personal property: inventory, accounts, contract rights, instruments, documents, records, chattel paper, and general intangibles, including insurance proceeds whether now or hereafter in existence, and all returned or repossessed goods arising from or relating thereto, and products and proceeds thereof.

#556780 0777 R03 T11:47
01/12/90

SCHAFER
AA CO. CIRCUIT COURT

4. Products and proceeds of collateral are covered.

5. Return acknowledgement copy to:

C. Douglas Welty, Esq.
Suite 550
2111 Wilson Boulevard
Arlington, VA 22201

Debtor:
MULTIWORLD LIGHTING COMPANY
by Multiworld, Inc.
its General Partner

Secured Party:
PETRA INTERNATIONAL BANKING CORPORATION

By: [Signature]

By: [Signature]

File with: Clerk of the Circuit Court For MARYLAND: EXEMPT from recording tax.

11-50

279681

BOOK 550 PAGE 381

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): Stinson Seafood Company, L.P. HCR 60, Box 17 Prospect Harbor, ME 04669	2. Secured Party(ies) Name(s) and Address(es): Chemical Bank, as Agent 633 3rd Avenue New York, NY 10017	3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office
Federal Tax ID applied for	Cost Center 1784	RECORD FEE 13.00 POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:
See schedule A attached hereto and made a part hereof.
CLERK OF COUNTY CIRCUIT COURT OF
Filed with Anne Arundel County, MD.
TAX PAID AT DEPARTMENT OF Assessments & TAXATION

6. Assignee(s) of Secured Party and Address(es):
#557000 0777 R03 711:48
TW
01/12/90
H. ERLE SCHAFER
CLERK OF COUNTY CIRCUIT COURT

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut is or is to be cut from land (including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or
 already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Stinson Seafood Company, L.P. by
 Stinson Seafood, Inc., general partner
 By Richard Kingman, Jr. Signature(s) of Debtor(s)
 Chemical Bank, as Agent
 By Chon Schaf UP Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL
 (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York 138

SCHEDULE A TO UCC-1 FINANCING STATEMENT BY
CHEMICAL BANK, AS AGENT ("SECURED PARTY")
AGAINST STINSON SEAFOOD COMPANY, L.P. ("GRANTOR")

The property covered by this financing statement (the "Collateral") consists of all (i) Accounts Receivable, (ii) Documents, (iii) Equipment, (iv) General Intangibles, (v) Inventory, and (vi) Proceeds.

As used in this financing statement:

(a) "Accounts Receivable" shall mean (i) all of Grantor's present and future accounts, contract rights, general intangibles, chattel paper and instruments, as such terms are defined in the Uniform Commercial Code as in effect in the State of New York, (ii) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to, the Secured Party from or for Grantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all of Grantor's deposits (general or special), balances, sums and credits with, and all of Grantor's claims against Secured Party at any time existing, (iii) all of Grantor's right, title and interest, and all of Grantor's rights, remedies, security and liens, in, to and in respect of any Accounts Receivable, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to Accounts Receivable, deposits or other security for the obligation of any account debtor, and credit and other insurance, (iv) all of Grantor's right, title and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts Receivable, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account Receivable, and all returned, reclaimed or repossessed goods.

(b) "Documents" shall mean all instruments, books, files, records, ledger sheets and documents covering or relating to any of the Collateral.

(c) "Equipment" shall mean all of Grantor's machinery, equipment, vehicles, boats, ships, vessels, furniture and fixtures and all attachments, accessories and equipment now or hereafter owned or acquired in Grantor's business or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by Grantor.

(d) "General Intangibles" shall mean all of Grantor's present and future general intangibles of every kind and

DOC #130142

description, including (without limitation) patents, patent applications, trade names and trademarks and the goodwill of the business symbolized thereby, Federal, State and local tax refund claims of all kinds, and all indemnity and all other claims and rights of Grantor under all asset purchase agreements, stock purchase agreements and lease agreements.

(e) "Inventory" shall mean all of Grantor's raw materials, work in process, finished goods and all other inventory (as such term is defined in the Uniform Commercial Code as in effect in the State of New York), including without limitation all canned sardine product, whether now owned or hereafter acquired, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto.

(f) "Proceeds" shall mean any consideration received from the sale, exchange, lease or other disposition of any asset or property which constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, without limitation, all cash and negotiable instruments received or held by the Secured Party or any of the Lenders pursuant to any lockbox or similar arrangement relating to the payment of Accounts Receivable and all rights and proceeds under life insurance policies.

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2375.00

If this statement is to be recorded in land records check here.

This financing statement Dated 12-19-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DAVID AND NANCY CRAFT
Address 3402 BARNESLEY CT PASADENA, MD. 21122

2. SECURED PARTY

Name AYCO FINANCIAL SERVICES OF MD. INC.
Address 8837 BELAIR ROAD BALT. MD. 21236

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

120 RICHARDSON BROS. OAK TABLE #D-5663
4 CHAIRS WITH 4-11" LEAVES
GIDDINGS
600 RICHARDSON BROS. SIDE CHAIR #D-830
GIDDINGS
200 RICHARDSON BROS. ARM CHAIR #D-831
GIDDINGS

Name and address of Assignee
RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE 50
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David L. Craft
(Signature of Debtor)

DAVID L. CRAFT
Type or Print Above Name on Above Line

Nancy L. Craft
(Signature of Debtor)

NANCY L. CRAFT
Type or Print Above Signature on Above Line

Carol Hess
(Signature of Secured Party)

CAROL HESS MANAGER
Type or Print Above Signature on Above Line

10- 1750 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279683

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Winthrop Financial Group, Inc.
Address 500 Technology Drive
Naperville, IL 60540

RECORD FEE 11.00
POSTAGE .50
#557130 0777 R03 T11:56
01/12/90

2. SECURED PARTY

Name Sarwa Business Credit Corporation
Address One South Wacker Drive
Chicago, IL 60606

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attachment "A" which is attached hereto and made a part hereof.

RETURN TO:

LEXIS® DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62703

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Winthrop Financial Group, Inc.

[Signature]
(Signature of Debtor)

by Terry L. Kirch
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

File with Anne Arundel County

Sanwa Business Credit Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

620380 TW 10266

ATTACHMENT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN
FINANCING STATEMENT EXECUTED BY WINTHROP FINANCIAL GROUP, INC.,
AS DEBTOR AND SANWA BUSINESS CREDIT CORPORATION
AS SECURED PARTY

This financing statement covers the following types or items of property.

All of Debtor's right, title, and interest whatsoever in and to all of the following, whether now or hereafter existing or acquired: all Chattel paper and instruments (collectively, "Contracts") purchased by or assigned to Secured Party under a Letter Agreement dated December 21, 1989 between Debtor and Secured Party evidencing any obligation to Debtor for payment for goods sold or leased or services rendered in connection therewith (including but not limited to any such goods which are returned to be repossessed by the Debtor), and all accessions to such goods and all substitutions and replacements therefor; all such Contracts and all payments, whether or not earned by performance, due and to become due thereunder; all guaranties and other property securing the payment or performance of such Contracts; and all proceeds of any of the foregoing. A schedule of the collateral is available for inspection at the offices of Secured Party.

Winthrop Financial Group, Inc.

By: [Signature]

Its: President
Title

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County, Maryland and In The
Financing Statement Records
Of The State Department Of
Assessments And Taxation.

Not Subject To Recording Tax
(Indemnity Transaction).

INDEMNITY
FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **INDEMNITOR:** LFB GLEN BURNIE PARTNERSHIP
c/o MIE Development Company
5720 Executive Drive
Baltimore, Maryland 21228
Attention: Mr. Edward A. St. John
2. **SECURED PARTY:** THE FIRST NATIONAL BANK OF
MARYLAND
Banc 109-900
110 South Paca Street, 9th Floor
Baltimore, Maryland 21201
Attention: Commercial Real
Estate Division
3. The Indemnitor is not primarily liable for the indebtedness secured by this Financing Statement, however, the parties intend that the Indemnitor constitute a "Debtor" as that term is defined in Section 9-105 of the Commercial Law Article, Annotated Code of Maryland, as amended.
4. This Indemnity Financing Statement covers and the Indemnitor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Indemnitor) now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar

23/20
D

alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Indemnitor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials, intangibles (including any trade names) and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Indemnitor in

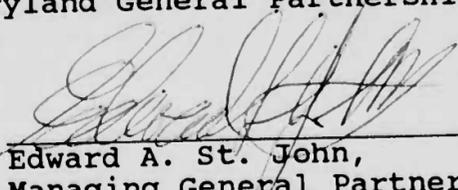
consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Indemnitor thereunder or under any law. 550 p. 389

- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Indemnitor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Indemnitor under law or any contract of sale.
 - i. All of the Indemnitor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Indemnitor in any capacity, including but not limited to any balance or share belonging to the Indemnitor of any deposit or other account with the Secured Party.
5. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Indemnitor to the Trustees named therein for the benefit of the Secured Party. The Indemnitor is the record owner of the Real Property. Exhibit A attached hereto consists of one (1) page.

6. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

INDEMNITOR:

LFB GLEN BURNIE PARTNERSHIP,
A Maryland General Partnership

By:  (SEAL)
Edward A. St. John,
Managing General Partner

Date: January 11, 1990

TO FILING OFFICER: After this Statement has been recorded, please return to:

Mark A. Gaspar, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (MAG) 8975

EXHIBIT "A"
LEGAL DESCRIPTION

550 PAGE 391

BEGINNING FOR THE SAME at a concrete monument now set at the intersection of the northeasterly line of Greenway North (formerly Railroad Avenue North) with the southeasterly line of "N" Street, as shown on the Plat entitled "Glen Burnie Plat No. 7 and Part of Plat No. 4", amended January, 1938 and filed among the Land Records of Anne Arundel County, Maryland in Plat Book No. 10, folio 35, formerly in Cabinet 1, Rod A-7, Plat 6; thence along the southeasterly line of said "N" Street (50 feet wide), North 23 degrees 54 minutes 34 seconds East 366.07 feet to a concrete monument now set in a southwesterly line of the Governor Ritchie Highway; thence along the southwesterly line of said highway (150 feet wide) in a southeasterly direction by a line curving to the left with a radius of 2,939.79 feet, a distance of 655.61 feet; and thence running for new lines of division at right angles to Governor Ritchie Highway, South 61 degrees 37 minutes 34 seconds West 269.66 feet to the northeasterly line of Greenway North; thence along the northeasterly line of said Greenway North (20 feet wide) North 28 degrees 22 minutes 26 seconds West 430.00 feet to the place of beginning. Containing 3.267 acres, more or less.

5:023:RC

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
Center
Baltimore, Maryland 21202

This STATEMENT is presented for filing pursuant to the Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT 549-217	1A. DATE OF FILING OF ORIG. FINANCING STATEMENT 12/14/89	1B. DATE OF ORIG. FINANCING STATEMENT 12/6/89	1C. PLACE OF FILING ORIG. FINANCING STATEMENT Anne Arundel County
2. DEBTOR (LAST NAME FIRST) KTW Acquisition Corp.			2A. SOCIAL SECURITY NO., FEDERAL TAX NO.
2B. MAILING ADDRESS 2101 Hurley Way, Suite 200		2C. CITY, STATE Sacramento, California	2D. ZIP CODE 95825
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST)			3A. SOCIAL SECURITY OR FEDERAL TAX NO.
3B. MAILING ADDRESS		3C. CITY, STATE	3D. ZIP CODE
4. SECURED PARTY NAME Merksamer Jewelers MAILING ADDRESS 1875 Century Boulevard, Suite 300 CITY Atlanta STATE Georgia ZIP CODE 30345			4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE			5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. RECORD FEE 12.00 FILED JAN 12 1990 CIRCUIT COURT

6. A CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here and insert description of real property on which growing or to be grown in Item 7 below.
- B RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 7 below.
- C ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 7 below.
- D TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.
- E AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in Item 7 below. (Signature of Debtor required on all amendments.)
- F OTHER

7. The original financing statement is amended to change the name of the Secured Party from "Merksamer Jewelers" to "Old M.J., Inc." and to change the name of the Debtor from "KTW Acquisition Corp." to "Merksamer Jewelers, Inc."

8.	(Date) January 5, 19 90	C O D E	9. This Space for Use of Filing Officer (Date, Time, Filing Office)
	MERKSAMER JEWELERS, INC., formerly KTW Acquisition Corp.	1	
	By: <i>[Signature]</i> SIGNATURE(S) OF DEBTOR(S) (TITLE)	2	
	OLD M.J., INC., formerly Merksamer Jewelers	3	
	By: <i>[Signature]</i> SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)	4	
		5	
		6	
		7	
		8	
		9	

10. Return Copy to

NAME Gendel, Raskoff, Shapiro & Quittner
ADDRESS 1801 Century Park East, 6th Floor
CITY AND STATE Los Angeles, California 90067
Attention: Gary B. Rosenbaum, Esq.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279686

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated October 27, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl J. Duncan Jr dba American Coffee Co

Address 259 Ullman Rd Pasadena MD 21122

2. SECURED PARTY

Name Newco Enterprises Inc

Address P.O. Box 852 St. Charles, MO 63302



RECORD FEE 12.00

POSTAGE .50

#557530-0777 R03 T13:07

01/12/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 11/08/91

4. This financing statement covers the following types (or items) of property: (list)

Loan 9600
31 Newco Coffee Machines
Serial Numbers: RP3287-RP3309
RF2042-RF2084
LF2199-LF2203, LF1683

Name and address of Assignee
Firestone Financial Corp
P.O. Box 789
Newton Centre MA 02159

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Carl J. Duncan Jr

Type or Print Above Name on Above Line: Carl J. Duncan JR

Signature of Debtor: Carl J. Duncan Jr

Type or Print Above Signature on Above Line

Signature of Secured Party: G.E. Manderschied

Type or Print Above Signature on Above Line: G.E. Manderschied

Type or Print Above Signature on Above Line

Handwritten initials: J.E.

279687

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corporation
Address The Steffey Building, 407 Crain Hwy, Ste. 200 B

2. SECURED PARTY

Name Societe Generale Financial Corporation
Address 50 Rockefeller Plaza
New York, NY 10020

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .05

#557390 0777 R03 T14:55

To secure assignment to Societe Generale Financial Corporation of certain lease payments under a certain True Lease Assignment dated 12/19/89, Schedule # 01 H. dated 12/19/89 between Assignor as Lessor and LEASE ACCOUNT # 219881 as Lessee. Assignor has granted Security Interest in the following equipment leased to Lessee to Assignee per Non-Recourse Assignment of Rents dated 1/4/90 between Assignor and Assignee:

01/12/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
POSTAGE .45
#557400 0777 R03 T14:55

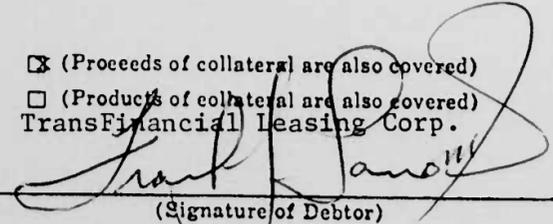
SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

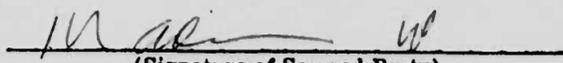
TransFinancial Leasing Corp.

(Signature of Debtor)

Frank J. Saxro, III
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Societe Generale Financial Corp.


(Signature of Secured Party)

Type or Print Above Name on Above Line

filed in Anne Arundel County

1150

TRSTR

Equipment Description

One (1) Kensol Model K 165-H 10 ton Auto Pneumatic Hot Stamping Machine modified for percision acrylic use w/15 hp dual stage Quinoy Air compressor w/water cooled after cooler s/n TPC194NA

One (1) Yale Electric Fork Lift truck (used) model 86050636T090, 5000 lb over hung load capacity w/battery charger and fork extensions s/n AK149029

One (1) Clarklift Electric pallet truck (used) 4000lb capacity modified for 8' long skids dual speed w/low profile skates w/solid state charger s/n P46502136435FA

TransFinancial Leasing Corp. Societe Generale Financial Corp.
BY: Frank J. Sano BY: Maal
TITLE: President TITLE: _____

279688

ED. 550 #397

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)
Easy Living, Inc.
5408 Southern Maryland Blvd.
Lothian, MD 20711

2. Secured Party(ies) and address(es)
Security Pacific Housing
Services Inc.
100 Berwyn Park, Suite 101
Berwyn, PA 19312

3. Maturity date (if any):
For Filing Officer (Date, Time,
Number, and Filing Office)



RECORD FEE 11.00
POSTAGE .50

4. This financing statement covers the following types (or items) of property:

Debtor (Consignee) hereby grants secured party (consignor) a security interest in all returned and repossessed manufactured homes and proceeds thereof now or hereafter in possession of debtor whether for consignment, storage, or for resale and covered by this security agreement held by secured party.

not subject to Maryland recordation tax - inventory.

5. Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
AA CO. CIRCUIT COURT
01/12/90

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: 74468 8933DL

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Easy Living, Inc.
By: Greg Ball, President
Signature(s) of Debtor(s) Title

Security Pacific Housing Services, Inc.
By: G. R. Laing, Dealer Service Manager
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

279689

BOOK 550 PAGE 398

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

RRD, Inc. d/b/a Harbor Inn

Name or Names - Print or Type

1. LESSEE(S)

402 Hall Road, Crownsville, MD 21032

Address - Street No.

City - County

State

Zip

2. LESSOR

L-J Leasing Company

~~600 Reisterstown Road~~xxxxxxxxxxxx

Baltimore

Maryland 21208

23-25 Walker Avenue



3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

See Attached Statement

RECORD FEE 12.00

POSTAGE .50

#557590 0777 R03 T15:13

ASSIGNED TO:

SOVRAN BANK

01/12/90

31 LIGHT ST.

BALTIMORE, MD 21202

AA CO. CIRCUIT COURT

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S): RRD, Inc. d/b/a Harbor Inn

LESSOR L-J Leasing Company

By: Delma Mosley

By: Louise E. Neutze

Signature of Lessee

Signature of Lessor

Delma Mosley

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:

12.50

L-J Leasing Company

23-25 Walker Avenue, Suite 203, P.O. Box 21472
Baltimore, Maryland 21208-0472

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any) 12 JUN 92
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)
BRENTZEL
4305 TENTHOUSE RD
WEST RIVER
216708106 AA

2. SECURED PARTY(IES) and ADDRESS(ES)
R.H., INC. JOHN DEERE COMPANY
P. O. BOX 65090
WEST DES MOINES IA 50265
FORMERLY: JOHN DEERE COMPANY
COLUMBUS, OH

4. This statement refers to original Financing Statement bearing File No. Book 513 page 257 268042
Filed with ANNE ARUNDEL MD Date Filed 12 JUN 87

- 5. CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00
POSTAGE .50
#557610 0777 R03 T15:15
01/12/90

10.

Number of Additional Sheets Presented 02 JAN 90

TO: CLERK OF CIRCUIT CRT
% UCC DIVISION
ANNE ARUNDEL COUNTY
ANNAPOLIS MD AA CO. 201
H. ERLE SCHAFER
COURT

JOHN DEERE COMPANY
By: D. A. Walters Director, Installment Finance - For:
Signature(s) of Secured Party(ies) JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY JOHN DEERE COMPANY

By: _____
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)
FILING OFFICER COPY - ALPHABETICAL
STANDARD FORM - FORM UCC-3

10.00 .50

550 400

279690

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Chaney, Francis H. 5463 Greenock Road Lothian, MD 20711	2. Secured Party(ies) and address(es) LaSalle/Market Streets Associates, Ltd. c/o VMS Realty Investment, Ltd. 8700 West Bryn Mawr Avenue Chicago, IL 60631	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in LaSalle/Market Streets Associates, Ltd., a California limited partnership, including all of debtor's now owned and hereafter acquired interest in said limited partnership and under the limited partnership agreement relating thereto. <i>and any successor limited Partnership</i> Already subject to a security interest in state of Maryland, file #50517043 Liber 2699 Folio 001007, dated XXXXXX 2-19-85. NOT SUBJECT TO RECORDATION TAX -- GENERAL INTANGIBLES <i>(1596224) 10153/CC</i>		5. Assignee(s) of Secured Party and Address(es) <i>01/12/90</i> H. ERLE SCHAFER AA CO. CIRCUIT COURT
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: Anne Arundel Co., MD
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented: Leslie Gesme, authorized signatory for VMS Realty Investment, Ltd., attorney-in-fact for Francis H. Chaney By: <i>Leslie Gesme</i> Signature(s) of Debtor(s) Re: LaSalle/Market Streets Associates, Ltd By: <i>Leslie Gesme</i> Signature(s) of Secured Party(ies)		

RECORD FEE 11.00
POSTAGE .50
#557560 0777 R03 T15:11
lg

279631

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
 Chaney, Richard H.
 5402 Greenock Road
 LOthian, MD 20711

2. Secured Party(ies) and address(es)
 LaSalle/Market Streets Associates,
 Ltd.
 c/o VMS Realty Investment, Ltd.
 8700 West Bryn Mawr Avenue
 Chicago, IL 60631

For Filing Officer (Date, Time, Number,
 and Filing Office)

4. This financing statement covers the following types (or items) of property:
 Debtor's limited partnership interest in LaSalle/Market
 Streets Associates, Ltd., a California limited partnership,
 including all of debtor's now owned and hereafter acquired
 interest in said limited partnership and under the limited
 partnership agreement relating thereto. *AND ANY SUCCESSOR
 LIMITED PARTNERSHIP*

Already subject to a security interest in Charles Co., MD,
 file #037875, dated 2-20-85 when debtor changed location to
 this county.

Not Subject to Recordation Tax -- GENERAL INTANGIBLES

10153/CC (596226)

RECORD FEE 11.00
 POSTAGE .50
 #55750 0777 003 T1541
 5. Assignee(s) of Secured Party and
 Address(es) 01/12/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this *county*
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
 Anne Arundel Co., MD

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Leslie Gesme, authorized signatory for VMS
 Realty Investment, Ltd., attorney-in-fact
 for: Richard H. Chaney

By: *Leslie Gesme*
 Signature(s) of Debtor(s)

Re: LaSalle/Market Streets Associates, Ltd
 By: VMS Realty Investment, Ltd.

By: *Leslie Gesme*
 Signature(s) of Secured Party(ies)

STATE OF MARYLAND

550 412

FINANCING STATEMENT FORM UCC-1

Identifying File No 279692

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

Anne Arundel County This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rehab Systems Company
Address 3607 Rosemont Avenue Camp Hill, PA 17011

2. SECURED PARTY

Name Fidelity Bank, National Association
Address Broad and Walnut Streets Philadelphia, PA 19109

RECORD FEE 11.00
POSTAGE .50
#558010 0777 R03 T10:07
01/16/90

H. ERLE SCHAFER

Person And Address To Whom Statement Is To Be Returned If Different From Above, CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Debtor hereby grants to Secured Party a security interest in all Debtor's now owned or hereafter acquired accounts, inventory, general intangibles, instruments, books, documents, and all products and cash and non-cash proceeds of all of the foregoing.

Name and address of Assignee

** Collateral not subject to Maryland Recordation Tax

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

BY: Rehab Systems Company (Signature of Debtor)

Title: VP Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

550 403

FINANCING STATEMENT

279693

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

To be Recorded in the:

1. Financing Statement Records of the Maryland State Department of Assessments and Taxation
2. Financing Statement Records of Anne Arundel County, Maryland
3. Land Records of Anne Arundel County, Maryland

1. NAME AND ADDRESS OF DEBTOR:

Bar Harbor Rentals, Inc.
6212 Pennington Avenue
Baltimore, Maryland 21226

2. NAME AND ADDRESS OF SECURED PARTY:

Penn Mortgage Company, Inc.
c/o R. Marc Goldberg - Trustee
19 E. Fayette St., Suite 404
Baltimore, Maryland 21202

3. This Financing Statement covers all of the following property of the Debtor:

A. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now

23

550 404

owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property described in Schedule A attached hereto, and the record owner of such real property is Bar Harbor Rentals, Inc..

4. Not subject to recordation tax on the principal amount of \$50,000.00, which recordation tax has been paid to the Clerk of the Circuit Court for Anne Arundel County on the recording of a Deed of Trust securing the same debt.

DEBTOR:

BAR HARBOR RENTALS, INC.

By: Connie M. Frazier (SEAL)
Connie M. Frazier, President

RETURN TO:

Ridge Title Company, Inc.
19 E. Fayette St., Suite 404
Baltimore, Maryland 21202

D292/626-06

SCHEDULE A

550 405

Parcel 1:

BEGINNING for the same in the first line of a conveyance from O.C. Robinson and Ida L. Robinson, his wife, to Flora D. Whitmire and Thelma M. Crow, by Deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 779, folio 542, etc. at a point distant, as corrected, North 31 degrees 26 minutes east 274.4 feet from the beginning of the said line; and running thence, with the said line, North 31 degrees 26 minutes east 299.54 feet to the end thereof; thence continuing with the outline of the said conveyance, as corrected, and running South 39 degrees 10 minutes east 194.0 feet; thence still continuing with the outline of the said conveyance and running South 30 degrees 47 minutes west 301.1 feet to the outline of the property heretofore conveyed to Brewis by Deed recorded among the Land Records of Anne Arundel County in Liber GTC No. 1227, folio 237; and running thence with the outlines of the said conveyance to Brewis, North 61 degrees 21 minutes west 60.00 feet, and South 30 degrees 47 minutes west 200.0 feet to intersect the northeast side of Bar Harbor Road; thence running with the northeast side of Bar Harbor Road, North 61 degrees 21 minutes west 40.0 feet; thence leaving the said Bar Harbor Road and running North 31 degrees 26 minutes east 274.00 feet and North 61 degrees 21 minutes west 90.00 feet to the place of beginning.

The improvements thereon being known as No. 27 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 657, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 2:

BEGINNING for the same at the point where the northeast side of Bar Harbor Road is intersected by the South 30 degrees 30 minutes west 500 foot line of a conveyance from O.C. Robinson and Ida L. Robinson, his wife, to Flora S. Whitmire and Thelma M. Grow, by Deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 777, folio 542, etc., and running thence, with the said line, as corrected for magnetic variation, North 30 degrees 47 minutes east 200 feet; thence leaving the said line and running North 61 degrees 21 minutes west 60 feet; thence running South 30 degrees 47 minutes west 200 feet to intersect the northeast side of the aforesaid Bar Harbor Road; thence running with the northeast side of the said Bar Harbor Road, South 61 degrees 21 minutes east 60 feet to the place of beginning.

The improvements thereon being known as No. 29 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 662, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 3:

BEGINNING for the same at an iron pipe set at the beginning point of the conveyance from Flora S. Whitmire and Thelma M. Grow to Robert Lee Brewis by Deed dated August 6, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1227, folio 237; said point being set South 61 degrees 31 minutes east 100.0 feet from an iron pipe found at the end of the North 61 degrees 21 minutes west 40.0 foot line of the conveyance from the above mentioned Flora S. Whitmire to the above mentioned Robert Lee Brewis by Deed dated September 25, 1961 and recorded among said Land Records in Liber 1512, folio 406; said beginning point also being accepted as the beginning point of the conveyance from Hilda Agnes Wolf to Lois O. Bauer and Dwain Calvin Wolf by Deed dated July 8, 1968 and recorded among said Land Records in Liber 2211, folio 538; and running from said beginning point so fixed and with the southeast line of the conveyance to Brewis, which is the northwest line of the conveyance from Wolf to Bauer and Wolf, and leaving Bar Harbor Road, North 30 degrees 31 minutes 40 seconds east 500.02 feet to a pipe set; thence leaving the conveyance to Brewis and continuing with the outlines of the conveyance to Wolf, South 39 degrees 09 minutes 20 seconds east 159.61 feet to a pipe set; thence crossing the conveyance to Wolf, South 30 degrees 51 minutes 40 seconds east 439.30 feet to a pipe set on the north side of Bar Harbor Road, 30 feet wide; thence with the north side of said road, North 61 degrees 31 minutes west 150.13 feet to the place of beginning. Containing 1.63 acres and subject to a 15 foot widening strip along the north side of Bar Harbor Road for future road widening purposes. All as shown on a survey by J.R. McCrone, Jr., Inc., Registered Land Surveyors, dated February 3, 1969.

The improvements thereon being known as No. 31 Bar Harbor Road.

Being the same property which by Deed dated March 24, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 659, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

Parcel 4:

BEING known and designated as Lots Nos. 208 and 209 as shown on the Plat of Bar Harbor, which Plat is recorded among the Land

Records of Anne Arundel County in Plat Book 1, Section 3, Folio 219. Each of said lots having a frontage of 25 feet on the north side of a road on said plat laid out and each of said lots having a depth northwardly of 100 feet; said plat now recorded among the Land Records of Anne Arundel County in Plat Book 15, folio 38.

The improvements thereon being known as No. 219 Bar Harbor Road.

Being the same property which by Deed dated March 7, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2477, folio 655, etc., was granted and conveyed by Loona C. Ford to Bar Harbor Rentals, Inc.

Parcel 5:

ALL that lot of ground in the Third Election District of Anne Arundel County, being known and designated as Lot 275 on Plat 5 of Chelsea Beach, recorded among the Plat Records of Anne Arundel County in Plat Book No. 23, folio 35. This property formerly being known as 124 Oak Drive, and now known as No. 450 Magothy Bridge Road.

SAVING AND EXCEPTING that portion of the aforesaid lot comprising 20 feet in width and running along and bounding on the easternmost property line adjacent to Oak Drive.

Being the same property which by Deed dated August 15, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2513, folio 786, etc., was granted and conveyed by Robert L. Brewis to Bar Harbor Rentals, Inc.

SAVING AND EXCEPTING FURTHER therefrom that property which by Deed dated August 16, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2908, folio 587, etc., was granted and conveyed by Bar Harbor Rentals, Inc. and The Sharon Building and Loan Association to Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point South 62 degrees 43 minutes 41 seconds east 102.70 feet as now surveyed, from the northwest corner of Lot 275, as shown on a Plat entitled "Plat No. 5 of Chelsea Beach" dated November 6, 1952 and recorded among the Land Records of Anne Arundel County in Plat Book 23, folio 35; said point also being located 85.19 feet left of Station 336 + 54.98 centerline of proposed relocation of Magothy Bridge Road as shown on a metes and bounds Plat 4 of 4 prepared by MCA Engineering Corporation, attached hereto and made a part hereof; thence running with the northernmost line of Lot 275, Chelsea Beach, the following bearings and distances referred to the Maryland State Coordinate System, South 62 degrees 43 minutes 41 seconds east 39.20 feet to intersect the existing dedication line of Oak Road; thence with said line South 43 degrees 13 minutes 23 seconds west 122.15 feet to intersect the proposed right-of-way

line of Magothy Bridge Road; thence with said line with a curve to the left having a radius of 2045.22 feet, an arc length of 59.10 feet and being subtended by a chord bearing North 35 degrees 35 minutes 19 seconds east 59.10 feet to a point; thence North 13 degrees 45 minutes 08 seconds east 60.65 feet to the point of beginning. Containing in all 0.037 acres of land.

Parcel 6:

BEING known and designated as Lots Nos. 177, 178 and 179, as shown on the Plat of East Glen Burnie, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-4, Plat 4; now Plat Book 21, folio 4, situate on Mary Lou Avenue.

The improvements thereon being known as No. 312 Mary Lou Avenue.

Being the same property which by Deed dated May 15, 1974 and recorded among the Land Records of Anne Arundel County in Liber No. 2678, folio 213, etc., was granted and conveyed by Pierre West and wife to Bar Harbor Rentals, Inc.

Parcel 7:

BEGINNING FOR THE FIRST at the beginning of the land described in a Deed from Sophie K. Smith to William B. Huggins dated February 10, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 323, folio 454, and running thence North 10 degrees 57 minutes east, with and binding on the first line of the land described in a Deed from Charles H. Smith to Augusta Smith, recorded among the aforesaid Land Records in Liber GW No. 109, folio 408, etc. 129.72 feet, thence leaving said line and running South 63 degrees 15 minutes east parallel with the second line of the lot described in the Deed first above mentioned 214.65 feet to the third line of the land described in the Deed secondly above mentioned, thence binding on the third and fourth lines of said land South 27 degrees 37 minutes west 92.13 feet and South 23 degrees 42 minutes 33 feet to the end of the second line of the lot described in the Deed first above mentioned and thence North 63 degrees 15 minutes west binding on said line reversely 176.9 feet to the point of beginning.

Subject, however, to leaving open a space 15 feet wide along the southeasternmost outlines of the above described lots for egress to and from Pennington Avenue and together with the right to use said space extending northeasterly to Pennington Avenue in common with others for egress to and from Pennington Avenue.

BEGINNING FOR THE SECOND at the beginning of the land described in a Deed from Charles H. Smith and wife to Augusta Smith dated September 14, 1914 and recorded among the Land

Records of Anne Arundel County in Liber GW No. 109, folio 485, and running thence with and binding on the first line of said land North 10 degrees 56 minutes 55 seconds east 166.35 feet, thence leaving said line and running for a line of division South 63 degrees 15 minutes east 176.9 feet to the fourth line of said land, thence binding on the fourth and fifth lines of said land South 22 degrees 52 minutes west 149.91 feet and North 67 degrees 56 minutes west 141.14 feet to the point of beginning.

The improvements thereon being known as No. 6212 Pennington Avenue.

Together with the right-of-way 15 feet wide for egress and ingress to and from the above described lot along the third and fourth lines of the land described in the Deed above referred to Pennington Avenue.

Being the same properties which by Deed dated August 8, 1974 and recorded among the Land Records of Anne Arundel County in Liber No. 2697, folio 674, etc., was granted and conveyed by Robert Lee Brewis to Bar Harbor Rentals, Inc.

SAVING AND EXCEPTING that portion of the property taken by the State Roads Commission of the State of Maryland in Law No. C-2894 on the 26th day of August, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2432, folio 189, said taking amounting to .48 acres, more or less.

SAVING AND EXCEPTING FURTHER THEREFROM that portion of the property which by Deed dated March 18, 1975 and recorded among said Land Records in Liber WGL No. 2742, folio 622, etc., was granted and conveyed by Bar Harbor Rentals, Inc. unto the Mayor and City Council of Baltimore, and described as follows:

BEGINNING for the same at the beginning of the third line of the first parcel of land conveyed by David S. Rubens to Robert Lee Brewis by Deed dated January 5, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1651, folio 3, and running thence binding on part of the third line of the first parcel of land described in said Deed, as now surveyed, South 29 degrees 43 minutes west 44.97 feet to intersect the southwest side of Pennington Avenue, as realigned and widened; thence binding on the southwest side of said Pennington Avenue and the two following courses and distances; namely, North 54 degrees 56 minutes 07 seconds west 67.76 feet, and North 35 degrees 55 minutes 05 seconds west 76.14 feet to intersect the second line of the first parcel of land described in said Deed and thence binding on part of the second line of the first parcel of land described in said Deed, to the end thereof, as now surveyed, South 63 degrees 18 minutes 39 seconds east 137.01 feet to the place of beginning. Containing 3,648 square feet of land, more or less, as delineated and shown on a plat prepared by the City of Baltimore, Department of Public Works, Bureau of Engineering, dated March 10, 1971, No. HA25-685.

Parcel 8:

Parcel consisting of 0.44 acres, more or less, as shown on State Roads Commission Plat No. 42051 dated October 1, 1971, lying partly in Baltimore City and partly in Anne Arundel County, subject to Revertible Eastment for Construction Access as shown on State Roads Commission Plat No. 38358 (Revised 6-30-71).

Being the same property which by Deed dated June 19, 1973 and recorded among the Land Records of Anne Arundel County in Liber No. 2744, folio 585, etc., was granted and conveyed by the State Highway Administration and the Board of Public Works of Maryland to Bar Harbor Rentals, Inc.

Parcel 9:

BEGINNING for the same at an iron pipe found on the southwest side of Woodholme Circle and at Coordinate Point No. 11 as shown on the Plat entitled "Resubdivision of Lots 87 to 97, incl. and 116, 117 of Woodholme, Section 2", and recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 26, page 6; thence running from said beginning point so fixed and with the said southwest side of Woodholme Circle, South 53 degrees 50 minutes east 143.43 feet to an iron pipe set at Coordinate Point No. 9 as shown on the above mentioned plat; thence with a curve to the right having a radius of 19.98 feet for an arc length of 28.98 feet to Coordinate Point No. 10 as shown on the above mentioned plat; said point being further located on the northwest side of Perth Road; thence with the same, South 29 degrees 17 minutes 05 seconds west 72.96 feet to an iron set pipe; thence leaving Perth Road and running through Lot L as shown on the above mentioned plat, North 53 degrees 50 minutes west 161.13 feet to an iron pipe set in the northwest lot line of said Lot L; thence with a part of said line and also with the northwest line of Lot K as shown on said plat, North 29 degrees 17 minutes 05 seconds east 90.66 feet to the place of beginning.

The improvements thereon being known as No. 8025 Woodholme Circle.

Being the same property which by Deed dated November 27, 1972 and recorded among the Land Records of Anne Arundel County in Liber No. 2545, folio 43, etc., was granted and conveyed by Alan G. Harquail and wife to Bar Harbor Rentals, Inc.

D294/626-A

FINANCING STATEMENT

279631

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 100,000.00
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Court, Anne Arundel County

5. Debtor(s) Name(s): Daljit Sawhney, Medical Associates, P. A. Address(es): 7422 Baltimore Annapolis Boulevard
Glen Burnie, Maryland 21061
and
1600 Crain Highway, Suite # 201
Glen Burnie, Maryland 21061

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street
Baltimore, Maryland 21201
Attention: Commercial Note Department
Jeanne C. Henderson

RECORD FEE 11.00
RECORD TAX 700.00
SUBMIT

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following: (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

RO3 T16:06
01/16/70

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

H. ERLE SCHAFER
CLERK OF THE COURT

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are Crain Towers Partnership

Debtors: Daljit Sawhney, Medical Associates, P. A.

By: X [Signature] (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

11:50

11700

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and Daljit Sawhney, Medical Associates, P. A.

Section 8, Real Property Description continued

1600 Crain Highway, Suite #201
Glen Burnie, Anne Arundel County, Maryland

**EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201**

11 50
33320

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 47,600.00.

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court of Anne Arundel County

5. Debtor(s) Name(s): The Empire Construction Company Address(es): 700 Pittman Road
Baltimore, Maryland 21226

RECORD FEE 11.00
RECORD TAX 336.00

6. Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION Address: 100 South Charles Street
Baltimore, Maryland 21201
Attention: Commercial Note Department
Jeanne Henderson/DAY

POSTAGE 3M .50
#508170 0777 R03 T16:07
01/16/90

7. This Financing Statement covers the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

H. EDLE SCHAFER
CLERK, CIRCUIT COURT

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all right to the payment of money due or to become due to each Debtor or any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are _____

Debtors: The Empire Construction Company

By: X [Signature] (Seal) _____ (Seal)
Lyle K. Aaby, Executive Vice President
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

11 336-50

EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201

SCHEDULE A **550** **414**

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, N.A. and The Empire Construction Company

Section 7, Collateral Description continued

1988 ICE Vibratory Hammer model #216 serial #182134 with
175 power unit serial #482173

**EQUITABLE BANK, N.A.
COMMERCIAL NOTE DEPT.
6th FLOOR
BALTIMORE, MARYLAND 21201**

STATE OF MARYLAND
Anne Arundel County Clerk of the Circuit Court
FINANCING STATEMENT FORM UCC-1

550 415
Identifying File No. 279695

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$10,000
See attached Recordation Tax Certificate

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 11, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dispatch Communications of the Mid-Atlantic, Inc.
Address 7475 Wisconsin Avenue, Suite 250, Bethesda, MD 20814

2. SECURED PARTY

Name Kansallis-Osake-Pankki
Address 575 Fifth Avenue, New York, NY 10017

RECORD FEE 45.00
RECORD TAX 70.00
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

#356390 0777 R03 T10:04
01/17/90

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

See Exhibit A attached hereto.

Return to: Martha T. England, c/o Arent, Fox et al
1050 Connecticut Ave., NW
Washington, D.C. 20036-5339

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DISPATCH COMMUNICATIONS OF THE MID-ATLANTIC, INC.

By: Christopher T. Rogers
(Signature of Debtor)

Christopher T. Rogers, Chairman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

45 70 50

SCHEDULE A

The attached Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired: All of the Debtor's tangible and intangible personal property and fixtures, wherever located, now owned by or hereafter acquired by the Debtor or its successors or assigns, or in which the Debtor or its successors or assigns, now or hereafter has an interest, except as expressly excluded herein below. Without limiting the generality of the foregoing, the Financing Statement specifically includes all of the right, title and interest of Debtor and its successors and assigns in, to and under the following property, now owned or hereafter acquired, wherever located:

(1) Any balance in any deposit accounts with the Secured Party and its successors, assigns or participants now or hereafter maintained into which accounts have been deposited payments received pursuant to the collateral.

(2) All machinery, equipment (excluding all trucks, automobiles and vehicles), furniture and fixtures, office materials and supplies, spare parts, and other tangible personal property of every kind and description now owned or hereafter acquired, and wherever located, and all parts, substitutions, improvements, accessories, attachments and additions thereto and therefor.

(3) All accounts (including accounts receivable), contract rights and general intangibles (to the extent that a security interest in such contract right and general intangibles may be granted), presently existing or owned or hereafter arising or acquired, of whatever kind or nature, including, without limitation, (i) all accounts (including accounts receivable), contract rights and general intangibles owned, arising, existing or acquired in connection with the acquisition, construction and operation of the Debtor's SMR Systems, and all rights to demand and receive payment and performance thereunder; (ii) agreements granting rights for the sharing of facilities, equipment, vehicles and real property, and other leases and notes receivable; (iii) all agreements of governmental authorities relating to such SMR Systems and all other licenses, permit agreements and rights under governmental ordinances with respect to the licenses issued by the Federal Communications Commission ("FCC") (to the extent that a security interest in such FCC licenses may be granted) and by other state or local governmental entities; (iv) all agreements, options, contracts, purchase contracts, warrants or licenses pursuant to which the Debtor either owns an ownership interest in an entity licensed by the FCC to construct or operate an SMR System, radio paging system and/or any other related radio

communication system, or has the right to acquire such an ownership interest; and (v) all files, customer lists, tax refunds, claims and rights.

(4) All goods and inventory, wherever located and now owned or hereafter acquired, and all additions and accessions thereto, and all books, records, computer software (to the extent that such software is assignable) and logs relating to and necessary or appropriate to the conduct of the business and operations of the Debtor's SMR Systems.

(5) All computer programs and programming material (to the extent that such programs or material is assignable) of whatever form or nature owned by Debtor and used or intended for use in the conduct of the business and operations of the Debtor's SMR Systems.

(6) All of Debtor's rights in and to the trademarks, trade names, service marks, franchises, copyrights in literary property of any kind, licenses, permits and privileges owned or held by it and used in the conduct of the business and operations of the Debtor's SMR Systems.

(7) Claims arising from insurance coverage or against third parties for loss or damage to or destruction of any of the foregoing.

(8) All proceeds, products, rents or profits of any of the foregoing collateral of every nature whatsoever, whether cash or non-cash, including proceeds of proceeds and of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property.

RECORDATION TAX CERTIFICATE

Pursuant to § 12-105(a) of the Tax-Property Article of the Maryland Code, Dispatch Communications, Inc.

("Debtor") hereby certifies that, as of this date, the Collateral which is subject to the security interest evidenced by the UCC Financing Statement(s) presented herewith for filing is located in the jurisdictions as more particularly described below. According to the books and records of the Debtor, the approximate value of such Collateral in each jurisdiction as of this date is as follows:

I.	Total Value of Collateral Subject to Security Interest	\$[32,336,400]
II.	Value of Collateral Located in Maryland	\$[28,010,759]
III.	Value of Collateral Located In Other States	
	A. State of Virginia	\$[67,906]
	B. District of Columbia	\$[203,717]
	C. Total in Other States	\$[4,054,985]
IV.	Allocation of Property Subject to Security Interest To State of Maryland and Other States:	
	(a) State of Maryland	
	$\frac{[28,010,759]}{[32,336,400]}$	[86.62]%
	(b) Other States	
	$\frac{[4,325,641]}{[32,336,400]}$	[13.37]%

V. Total Debt \$[20,690,470]

VI. Allocation of Total Debt to State of Maryland and Other States

(a) State of Maryland

\$[20,690,470] x [$\frac{86.62}{100}$] \$[17,922,015]

(b) Other States

\$[20,690,470] x [$\frac{13.37}{100}$] \$[2,767,385]

VII. Value of All Maryland Property Per County

(a)	Anne Arundel County	[297,495]
(b)	Baltimore County	[6,965,261]
(c)	Carrol County	[64,673]
(d)	Charles County	[501,214]
(e)	Frederick County	[824,577]
(f)	Harford County	[577,822]
(g)	Howard County	[64,673]
(h)	Montgomery County	[16,261,976]
(i)	Prince Georges County	[200,476]
(j)	Washington County	[549,717]
(k)	Wicomico County	[1,232,017]
(l)	Worcester County	[461,171]

VIII. Per County Allocation of Total Maryland Property Subject to Security Interest

(a)	Anne Arundel County		
	\$[$\frac{297,495}{28,010,759}$]	=	[1.06]%
(b)	Baltimore County		
	\$[$\frac{6,965,261}{28,010,759}$]	=	[24.87]%
(c)	Carrol County		
	\$[$\frac{64,673}{28,010,759}$]	=	[.23]%
(d)	Charles County		
	\$[$\frac{501,214}{28,010,759}$]	=	[1.79]%
(e)	Frederick County		
	\$[$\frac{824,577}{28,010,759}$]	=	[2.94]%

(f)	Harford County	=	[2.07]%
	\$ [$\frac{578,722}{28,010,759}$]		
(g)	Howard County	=	[.23]%
	\$ [$\frac{64,673}{28,010,759}$]		
(h)	Montgomery County	=	[58.06]%
	\$ [$\frac{16,261,976}{28,010,759}$]		
(i)	Prince Georges County	=	[.72]%
	\$ [$\frac{200,476}{28,010,759}$]		
(j)	Washington County	=	[1.96]%
	\$ [$\frac{549,719}{28,010,759}$]		
(k)	Wicomico County	=	[4.40]%
	\$ [$\frac{1,232,017}{28,010,759}$]		
(l)	Worcester County	=	[1.67]%
	\$ [$\frac{468,878}{28,010,759}$]		

IX. Per County Allocation of Maryland Portion of Total Debt

(a)	Ann Arundel County	=	\$ [159,037]
	\$ [15,003,470] x [1.06%]		
(b)	Baltimore County	=	\$ [3,731,363]
	\$ [15,003,470] x [24.77%]		
(c)	Carrol County	=	\$ [34,504]
	\$ [15,003,470] x [.23%]		
(d)	Charles County	=	\$ [267,562]
	\$ [15,003,470] x [1.79%]		
(e)	Frederick County	=	\$ [441,102]
	\$ [15,003,470] x [2.94%]		
(f)	Harford County	=	\$ [310,572]
	\$ [15,003,470] x [2.07%]		

(g)	Howard County		
	\$ [15,003,470]	x [.23%]	= \$ [34,507]
(h)	Montgomery County		
	\$ [15,003,470]	x [58.06%]	= \$ [7,711,015]
(i)	Prince Georges County		
	\$ [15,003,470]	x [.72%]	= \$ [108,025]
(j)	Washington County		
	\$ [15,003,470]	x [1.96%]	= \$ [294,068]
(k)	Wicomico County		
	\$ [15,003,470]	x [4.40%]	= \$ [660,153]
(l)	Worcester County		
	\$ [15,003,470]	x [1.67%]	= \$ [250,557]

X. Value of Maryland Non-Exempt Property Per County

(a)	Anne Arundel County	[18,635]
(b)	Baltimore County	[717,679]
(c)	Carrol County	[4,141]
(d)	Charles County	[31,472]
(e)	Frederick County	[51,764]
(f)	Harford County	[36,472]
(g)	Howard County	[4,141]
(h)	Montgomery County	[763,737]
(i)	Prince Georges County	[208,015]
(j)	Washington County	[34,577]
(k)	Wicomico County	[77,439]
(l)	Worcester County	[29,403]

XI. Percentage of Total Maryland Property Per County that is Non-Exempt

(a)	Anne Arundel County		
	$\left[\frac{18,635}{297,495} \right]$	=	[6.26]%
(b)	Baltimore County		
	$\left[\frac{717,679}{6,965,261} \right]$	=	[10.32]%
(c)	Carrol County		
	$\left[\frac{4,141}{64,673} \right]$	=	[6.40]%

(d)	Charles County	=	[6.25]%
	[$\frac{31,472}{501,214}$]		
(e)	Frederick County	=	[6.25]%
	[$\frac{51,764}{724,578}$]		
(f)	Harford County	=	[6.30]%
	[$\frac{36,442}{578,822}$]		
(g)	Howard County	=	[6.40]%
	[$\frac{4,141}{64,673}$]		
(h)	Montgomery County	=	[5.31]%
	[$\frac{863,864}{16,261,976}$]		
(i)	Prince Georges County	=	[99.77]%
	[$\frac{200,015}{200,476}$]		
(j)	Washington County	=	[6.29]%
	[$\frac{34,578}{549,719}$]		
(k)	Wicomico County	=	[6.29]%
	[$\frac{77,439}{1,232,017}$]		
(l)	Worcester County	=	[6.27]%
	[$\frac{29,402}{468,878}$]		

XII. Taxable Portion of Allocated Debt (Rounded Up to Nearest \$500)

(a)	Anne Arundel County	\$[10,000]
	[9,962]	
	(\$ 10,000)	
(b)	Baltimore County	\$[385,500]
	[315,009]	
	(\$ 385,500)	
(c)	Carrol County	\$[2,500]
	[2,210]	
	(\$ 2,500)	

(d)	Charles County			
	[16,864]		\$[17,000]	
	(\$ 17,000)			
(e)	Frederick County			
	[27,691]		\$[27,000]	
	(\$ 27,000)			
(f)	Harford County			
	[19,553]		\$[20,000]	
	(\$ 20,000)			
(g)	Howard County			
	[2,210]		\$[2,500]	
	(\$ 2,500)			
(h)	Montgomery County			
	[462,721]		\$[463,000]	
	(\$ 463,000)			
(i)	Prince Georges County			
	[107,772]		\$[107,000]	
	(\$ 107,000)			
(j)	Washington County			
	[18,497]		\$[18,500]	
	(\$ 17,500)			
(k)	Wicomico County			
	[41,494]		\$[41,500]	
	(\$ 41,500)			
(l)	Worcester County			
	[15,712]		\$[16,000]	
	(\$ 16,000)			

XIII. Calculation of Maryland Recordation Tax

(a)	Anne Arundel County			
	\$[$\frac{10,000}{500}$]	x \$3.50	\$[70]	
(b)	Baltimore County			
	\$[$\frac{385,500}{500}$]	x \$2.50	\$[1,927]	
(c)	Carrol County			
	\$[$\frac{2,500}{500}$]	x \$3.30	\$[17]	

(d)	Charles County					
	$\frac{\$[17,000]}{500}$	x	\$3.30		\$[112]]
(e)	Frederick County					
	$\frac{\$[27,000]}{500}$	x	\$3.30		\$[175]]
(f)	Harford County					
	$\frac{\$[20,000]}{500}$	x	\$3.30		\$[132]]
(g)	Howard County					
	$\frac{\$[2,500]}{500}$	x	\$2.20		\$[11]]
(h)	Montgomery County					
	$\frac{\$[463,000]}{500}$	x	\$2.20		\$[2,037]]
(i)	Prince Georges County					
	$\frac{\$[108,000]}{500}$	x	\$2.20		\$[475]]
(j)	Washington County					
	$\frac{\$[18,500]}{500}$	x	\$2.20		\$[71]]
(k)	Wicomico County					
	$\frac{\$[41,500]}{500}$	x	\$2. ³⁰ 00		\$[46 191]]
(l)	Worcester County					
	$\frac{\$[16,000]}{500}$	x	\$1.65		\$[53]]
TOTAL MARYLAND RECORDATION TAX					\$[5,209 5292]]

550 425

I state under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

DISPATCH COMMUNICATIONS
OF THE MIDATLANTIC, INC.

By: Bess D. Butler

Date: 11/1/90

279696

550 426

Not to be recorded in
Land Records

Subject to Recordation
Tax:
Principal Amount is:
\$81,600.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel Co County and given as additional security in the same loan.

Date: December 29, 1989

FINANCING STATEMENT

1. Debtor:

Address:

K.V.N. Construction Inc.

583 "A" Street
Pasadena, MD 21122

2. Secured Party:

Address:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

9151 Baltimore National Pike
Ellicott City, MD 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all good and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefore, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or

LAW OFFICES OF
ARNOLO, BEAUCHEMIN & TINGLE, P.A.
LOWER LEVEL, SUITE B
9005 CHEVROLET DRIVE
ELLCOTT CITY, MARYLAND 21043
465-1110

9081-89

11-
50

hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.

5. Proceeds of collateral are covered hereunder.

6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

K.V.N. Construction Inc.

BY Kevin M. Kaler (SEAL)

Kevin M. Kaler
President

FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

(SEAL)

BY: Charles C. Holman
CHARLES C. HOLMAN
EXECUTIVE VICE
PRESIDENT

BOOK 550 PAGE 428

Schedule "A"

BEING KNOWN and designated as Lot Nos. seventy and
seventy-one on the Plat of Chelsea Beach, recorded among the Land
Records of Anne Arundel County in Plat Book No. 11, folio 6.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

550 430
Identifying File No. 279637

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 09/25/89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE

Name Anne Arundel Diagnostics, Inc.
Address 1655 Crofton Boulevard, Crofton, MD 21114

2. SECURED PARTY LESSOR

Name General Electric Company
Address Medical Systems, P.O. Box 414, W-490, Milwaukee, WI 53201-0414
Attn: Lynn Sinkovec

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 - B7910WA CT 9800 Xtra Whole Body System
- 1 - B7920MA GE CT Laser Camera
- 1 - E8004GA RTP Flat Top
- 1 - E1220JC Laser Camera Docking Device

Per GE Order #90540

Along with all attachments and accessories.

Equipment location: 600 Ridgley Avenue, Annapolis, MD 21401

RECORD FEE 11.00
 Name and address of Assessor
 #558550 0777 R03 710:30
 CK 01/17/90
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

This equipment is covered under a GE Leaseline Agreement (a true lease) and is being filed for public notice only. It is not intended to create a security interest and is not subject to recordation tax.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anne Arundel Diagnostics, Inc.

X *Carolyn Core* CEO for AAD, Inc.
(Signature of Debtor) Lessee

X Carolyn Core
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

General Electric Company

R. Barnard
(Signature of Secured Party) Lessor

R. BARNARD SALES MGR
Type or Print Above Signature on Above Line

970-90540 502682 CO

11/60

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Amersand Graphics
Address 4995 Fairview Ave Linthicum, MD 21090

RECORD FEE 11.00
POSTAGE .50
#558640 0777 R03 T10:38
01/17/90

2. SECURED PARTY

Name AGFA FINANCIAL SERVICES, INC.
Address 200 Ballardvale Street
Wilmington, MA 01887

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

System MCSPV10
and related items as more fully set forth on lease dated 10/27/89, by and between Amersand Graphics and AGFA Financial Services, Inc. This filing is being made in the event that contrary to the party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Blaise G. Floyd
(Signature of Debtor)
Amersand Graphics
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

C. A. [Signature]
(Signature of Secured Party)
AGFA FINANCIAL SERVICES, INC.
Type or Print Above Signature on Above Line

1150

The underlying secured transaction publicized by this financing statement is not subject in whole or part to the Maryland Recordation Tax. The secured party is the "seller" of the collateral.

550 432

279639

Anne Arundel
~~Recorder~~ Clerk of Circuit Court

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If this statement is to be recorded in land records check here.

FINANCING STATEMENT

Identifying File No. _____

If subject to recordation indicate amount of debt below.
\$ _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
1. DEBTOR (OR ASSIGNOR)

Name Anne Arundel Excavating, Inc.
Address P.O. Box 369, Millersville, MD 21108

2. SECURED PARTY (OR ASSIGNEE)

Name Guy's Car Store, Inc. ASSIGNEE:
EQUIPMENT FINANCE, INC.
Address 3015 Wilkens Avenue, Baltimore, MD 21223 P.O. BOX 4926
Lancaster, PA 17604

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One (1) Used Case Tractor Loader Backhoe, Model 580E, S/N 17042138
Complete with all attachments now and hereinafter acquired.

RECORD FEE 11.00
POSTAGE .50
#558670 C777 R03 T10:41
CK 01/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above listed crops are growing or are to be grown on: (describe land)

(If collateral is goods affixed or to be affixed to realty) The real estate to which the collateral is affixed or to be affixed is as follows: (describe realty)

(If proceeds or products of collateral are claimed) The following (proceeds) (products) of the property are also covered: (list)

Anne Arundel Excavating, Inc.
George A. Edwards, P.
(Signature of Debtor or Assignor)
George A. Edwards, President

Equipment Finance, Inc.
Michael J. Schlager, V.P.
(Signature of Secured Party or Assignee)
Michael J. Schlager, Vice President

(Signature of Debtor or Assignor)

(Signature of Secured Party or Assignee)

1150

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 19, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Simpson Electrical Company, Inc.
 Address 5 Barbara Dale Lane Annapolis, Maryland 21401

2. SECURED PARTY

Name G.E. Capitol Corporation (Contel Credit)
 Address 64A Perimeter Centre East
Atlanta, Georgia 30346

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- (1) Versyss ATS 8E Computer System
- (1) Versyss C321 Video Display Terminal
- (1) Versyss DSPC 200 Workstation
- (3) Versyss P4321 Printers

Name and address of Assignee

RECORD FEE 11.00
 #558730 0777 R03 T10:46
 CK 01/17/90

5119753-00200
 H. ERLE SCHAFER
 CLERK OF CIRCUIT COURT

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

CONDITIONAL SALES CONTRACT EXEMPT FROM RECORDATION TAX TAKEN OR RETAINED BY SELLER TO SECURE ALL OR PART OF ITS PRICE

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Dorothy A. Luckett
 (Signature of Debtor)

Dorothy A. Luckett
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Sherita Bush
 (Signature of Secured Party)

Sherita Bush

 Type or Print Above Signature on Above Line

11

BOOK 550 PAGE 434

File No. 279701
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
..... (For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 20,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
THOMAS R. COCKRAN	334 BROCKBRIDGE ROAD
CAROL L. COCKRAN	LAUREL, MD 20724
THOMAS GUY COCKRAN	

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE 13.00
RECORD TAX 140.00
POSTAGE .50

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

#335740 0777 R03 T11:29
CK 01/17/90

3. This Financing Statement covers the following types (or items) of property (the collateral):

1 DAVIDSON PRINTING PRESS MODEL # 702P S/N 121320
1 HAMADA PRINTING PRESS MODEL # 665CD S/N HR12441
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds)
.....) of the collateral are also specifically covered.
.....Products)

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
..... By: <u>Thomas R. Cockran</u> Thomas R. Cockran	THE CITIZENS NATIONAL BANK Laurel, Maryland 20707 By: <u>Jack E. Thomas</u> Jack E. Thomas Assistant Vice President
By: <u>Carol L. Cockran</u> Carol L. Cockran	
By: <u>Thomas Guy Cockran</u> Thomas Guy Cockran	Type or print all names and titles under signatures.

13
140.
s

FINANCING STATEMENT

Identifying File No. 279702

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. (Prepare in Duplicate)

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here. []

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. P. Fuller, Inc.

Address 1812 S. Crain Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Whirlpool Financial Corporation

Address P.O. Box 1119, Mt. Laurel, NJ 08054

3. ASSIGNEE OF SECURED PARTY

Name _____

Address _____

RECORD FEE 11.00

POSTAGE BK .50

4559020 CITT R03 T11:45

01/17/90

H. ERLE SCHAFFER

AA CO. CIRCUIT COURT

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

5. This financing statement covers the following type (or items) of property: (1st) All Poulan lawnmower units, Poulan lawn tractors, and Poulan garden tillers, and accessories thereof, NOW OWNED OR HEREAFTER ACQUIRED, WHEREVER LOCATED, INCLUDING ALL RETURNS, REPOSSESSIONS AND PARTS, AND ALL CHATTEL PAPER, INSTRUMENTS, DOCUMENTS, ACCOUNTS, GENERAL INTANGIBLES, CONTRACT RIGHTS AND SECURITY AGREEMENTS, AND ALL CASH AND NON-CASH PROCEEDS OF ANY OF THE FOREGOING when financed by Whirlpool Financial Corporation.

CHECK [X] THE LINES WHICH APPLY

6. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

[] (Products of collateral are also covered)

BY: Isla E. Merchant (Sec. Treas.) Signature(s) of Debtor(s)

Isla E. Merchant Sec. Treas. Type or Print Above Signature on Above Line

BY: _____ Signature(s) of Debtor(s)

Type or Print Above Signature on Above Line

BY: _____ Signature(s) of Secured Party(ies)

J. GRANWAT SASIO 12/27/89
Type or Print Above Name on Above Line

Recording Manager Original: Filing Officer Duplicate: Branch Office File

175

550 FAX 436

279703

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 Maturity date (if any): 11/00

1 Debtor(s) (Last Name First) and address(es)

2 Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

① Eric A. Vartanian
527 Epping Forest Road
Annapolis, MD 21401

329804

National Bank of Commerce
One Commerce Square
Memphis, TN 38150

RECORD FEE 11.00
POSTAGE ~~0.50~~ ^{CK} .50

4 This financing statement covers the following types (or items) of property:

The interest of Debtor as a Limited Partner in Chateau Limited, Athens, Georgia, specifically including all right of Debtor to share in distributions of profits of said Partnership.

#559000 CITY ROB 112:18
H. SALE SCHAFER 01/17/90
CIRCUIT COURT

ASSIGNEE OF SECURED PARTY

Maximum principal indebtedness for tax purposes is \$39,479.29 -0-
Not subject to recordation tax.

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered Other items presented:

Filed with: Tennessee Secretary of State ST of MD
Annapolis City

Eric A. Vartanian

NATIONAL BANK OF COMMERCE

X BY: Eric A. Vartanian
Signature(s) of Debtor(s)

By: Fredrick Stearns
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

11.5

1100

BOOK 550 PAGE 438

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279705

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thieme, Wayne H. SS# 219-72-4880
Address 5415 Brooks Wood Rd., Lothian, MD. 20711

2. SECURED PARTY

Name John Deere Company
Address P.O. Box 65090, W. Des Moines, IA 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1- Used JD 4440 Tractor SN# 003359R

RECORD FEE 11.00
#559080 0777 R03 T12:23
CK 01/17/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Wayne H. Thieme
(Signature of Debtor)

Wayne H. Thieme
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Deere Jay Carpenter
(Signature of Secured Party)

John Deere Co. - Jay Carpenter
Type or Print Above Signature on Above Line

11

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Chesapeake Marine Engines, Inc. Address(es): 922 Klakring Road
Annapolis, MD 21403

6. Secured Party: Maryland National Bank Address: Department: 920 Bay Ridge Rd., Annap., MD 21403
Post Office Box 987, Mailstop 500 513
Attention: Carlisse W. Amoky Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment.* All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other.* All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Chesapeake Marine Engines, Inc.

Secured Party: Maryland National Bank

By: Christopher R. Oliver (Seal)
Christopher R. Oliver, President

By: Carlisse W. Amoky (Seal)
Carlisse W. Amoky

By: Dorothy E. Goodson (Seal)
Dorothy E. Goodson, Vice President

Branch Officer

Handwritten initials and scribbles, including "11", "05", and a signature.

MARYLAND NATIONAL BANK

(Secured Party or Beneficiary)

SCHEDULE A

January 10, 1990

This is the Schedule A to:

- a deed of trust
- an indemnity deed of trust
- a security agreement
- a financing statement
- _____

dated January 10, 1990, 19____, and executed by Chesapeake Marine Engines, Inc.

("Grantor" or "Debtor"). This Schedule A provides more space in which to describe the property covered by the above document(s):

Property Description (continued):

Engine Dynameter	\$6,000.00	Model 800D
Milling Machine	\$3,000.00	Model SU4 Serial # 1153
Valve Refacer	\$1,000.00	Model VR200EM Serial #13659
Glass Bead Machine	\$1,200.00	Model YA 434
Lathe	\$2,500.00	Model L44
Injector nozzle tester	\$600.00	Model 651021
Air Compressor	\$2,000.00	63B60 Serial #012483065

GRANTOR/DEBTOR Chesapeake Marine Engines, Inc. GRANTOR/DEBTOR

By: *Christopher R. Oliver* (SEAL)

By: *Dorothy E. Goodson* (SEAL)

Name: Christopher R. Oliver

Name: Dorothy E. Goodson

Title: President

Title: Vice President

CLERK: If detached from the above-described document, please return to Maryland National Bank, Post Office Box 987, Attention: Legal Department, Baltimore, Maryland 21203.

11.50

279707
FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Address(es):

Robin M. Ulanow, M.D.

200 Hospital Drive
Glen Burnie, MD 21061

6. Secured Party:
EQUITABLE BANK, NATIONAL ASSOCIATION
Attention: Commercial Note Department

Address:
100 South Charles Street
Baltimore, Maryland 21201

7. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property ("Collateral") and (a) all present and future substitutions, replacements, appurtenances, accessions relating to any of the following; (b) all of the Debtor's books and records; and (c) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever.

A. All of each Debtor's present and future accounts, contract rights, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash; and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever; all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper; all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for the benefit of each Debtor; and all rights of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes; all property in or on which any of the foregoing is stored or maintained; and all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory; and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to any of the foregoing; all documents of title and trust receipts relating to any of the foregoing; all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to any of the foregoing.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors:

Robin M. Ulanow, M.D. (Seal) _____ (Seal)
Robin M. Ulanow, M.D.

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

Mr Clerk: Please return to the address set forth in paragraph 6 above.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279708

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H & M Wagner & Sons, Inc.Address 7204 May Wagner Lane, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen BurnieAddress P.O. Drawer 70, Glen Burnie, MD 21061Charles W. Ayres, Jr., P.O. Box 670, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtor's accounts or accounts receivable.

All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at H & M Wagner & Sons, Inc., 7204 May Wagner Lane, Glen Burnie, Maryland.
All of Debtor's inventory. CHECK THE LINES WHICH APPLY6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
7204 May Wagner Lane, Glen Burnie, MD (Proceeds of collateral are also covered) (Products of collateral are also covered)

H & M WAGNER & SONS, INC.

George M. Wagner
(Signature of Debtor)George M. Wagner
Type or Print Above Name on Above LineSaidne Wagner
(Signature of Debtor)Gardner S. Wagner
Type or Print Above Signature on Above LineMichael J. WagnerMichael J. Wagner, Sr.

THE BANK OF GLEN BURNIE

Stephen G. Boyd
(Signature of Secured Party)Stephen G. Boyd, Senior Vice Pres.
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber ~~xxx~~ No. 439

Page No. 520

Identification No. 238790

Dated July 10, 1981

1. Debtor(s) { Plaza West Limited Partnership
Name or Names—Print or Type
126 West Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party { The Equitable Trust Company
Name or Names—Print or Type
100 S. Charles St., Baltimore, MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Liber 439, folio 520</p>

RECORD FEE 10.00
POSTAGE .50
205740-238790-001 11-2-81
08/17/90

Dated: January 10, 1990

THE EQUITABLE TRUST COMPANY
Name of Secured Party
BY: *William E. Eyring, Jr.*
Signature of Secured Party

William E. Eyring, Jr., Vice President
Type or Print (Include Title if Company)

10
ju

279709

Recording fees paid to Anne Arundel Cty.

BOOK 550 PAGE 441

040435

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$93,118.20

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
Arundel Signs, Inc.

Address
Defense Highway and South Haven Rd.
Annapolis, MD 21401

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All equipment now owned or hereafter acquired including, but not limited to, the attached Schedule A and all proceeds cash and non-cash of such equipment.

- 1 - Used 1980 GMC Truck - Ser. #T17DEAV579952
- 1 - Used 1985 Int'l Truck - Ser. #1HTLAHGP8FHA50494

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORD FEE 13.00
 RECORD TAX 654.50
 POSTAGE .50
 4448990 0055 R02 T09:09
 01/18/90

3. Proceeds } of the collateral are also specifically covered.
 Products }

CK H. ERLE SCHAFER
AA CO. CIRCUIT COURT

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)
Arundel Signs, Inc.

Secured Party (or Assignee)

Ollie M. Henshaw Pres
 Ollie M. Henshaw, President
Vickie M. Norfolk
 Vickie M. Norfolk, Vice President

FARMERS NATIONAL BANK OF MARYLAND

BY *John R. Ludwig*
John R. Ludwig, Assistant Vice President

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

13.00
654.50
50

January 2, 1990

550 PAGE 445

EQUIPMENT

1	IBM PCXT Computer & Epson Printer -----	6,700.00
1	Lighted Drafting Table -----	900.00
1	Unlighted Drafting Table -----	500.00
1	3M Projector -----	800.00
1	EAC Graphic Computer Camera -----	6,500.00
1	4'by8' Vacuum Former -----	3,900.00
1	512A Jiffy Lift -----	700.00
1	6' Vertical Plastic Saw -----	1,500.00
1	Roth Notcher -----	450.00
1	Stud Gun and Fittings -----	1,650.00
1	16'by26' Binks Spray Booth -----	12,000.00
1	5 HP. Air Compressor -----	2,700.00
1	Paint Recycle Maching -----	2,650.00
1	Metal Fireproof Paint Cabinet -----	600.00
1	Metal Shinker -----	2,000.00
1	Metal Stretcher -----	2,000.00
1	Miller Aluminum Welder -----	3,000.00
1	Mig Attachment -----	1,200.00
1	Tig Attachment -----	1,200.00
1	Letter Gun Welder -----	2,700.00
1	Bostitch Stitcher -----	5,817.00
1	8' Shear -----	4,500.00
1	8' Brake -----	3,000.00
1	Finger Break -----	1,000.00
1	4' Metal Roller -----	1,080.00
1	4' Finger Brake -----	1,100.00
1	Scotchman Hydraulidc Ironworker -----	4,200.00
1	Crob Bandsaw with Welder -----	3,686.00
1	16" Dewalt Radial Arm Saw -----	3,000.00
3	Blades -----	600.00
4	8' Rollers -----	500.00
1	Drill Press -----	450.00
1	Electronic Time Clock & Card Holder -----	1,500.00
3	Hammer Drills -----	1,050.00
1	Cutawl -----	450.00
1	Complete Neon Glass Set up -----	7,500.00
	Neon Glass -----	1,500.00
	Total	94,583.00
1	1985 International Diesel Truck with 85' Crane and Ladders -----	45,000.00
1	Welder/Generator -----	1,500.00
1	Acylene/Oxygen torches & gauges with hose -----	450.00
		46,950.00
1	1980 GMC Truck with 85' Crane and Ladders -----	40,000.00
1	Welder/Generator -----	1,500.00
1	Acylene/Oxygen torches & Gauges with hose -----	450.00
		41,950.00
	Total- both	\$183,483.00

Vickie M. Norfolk
Vickie M. Norfolk, V. P.

Arundel Signs, Inc.
Ollie M. Henshaw Pres
Ollie M. Henshaw, Pres.

QUANTITY	DESCRIPTION	AMOUNT	
	CSF 350 System Quotation -		
	OPTIONS: Pricing at time of purchase		
	8' Wide Cutting Machine (total cutting area 8' x 12')	6,000	00
	20 Additional Standard Fonts	3,600	00
	Interconnecting cable in excess of 200' (sold in 100' increments) (For 700A plasma system - consult factory if DNC length is longer than 200').	80	00
	Pricing for CSF-350 Standard Package	\$114,900	00
	8' Wide Cutting Machine (total cutting area 8' x 12')	6,000	00
	20 Additional Standard Fonts	3,600	00
	TOTAL FOR ABOVE SYSTEM INCLUDING OPTIONS	\$124,500	00
	LESS DISCOUNT	3,600	00
	SPECIAL ONE TIME PRICE	\$120,900	00

CSF 350 bridge type rack and pinion drive cutting machine with
CYB 400 SF Controller with pneumatic control unit Serial #4811

STANDARD PACKAGE

Routing & Knife Cutting table with integrally built vacuum table
holddown (6' x 11.5' of cutting area)
Pen Attachment
Cybernation Knife Attachment
High Speed Precise Router (10,000 - 40,000 RPM) - Continuous Duty,
Liquid Cooled Router
Vacuum Chip Collector System

Digital Professional 380 (PDP 11/70) Computer with 512K Memory
30 MBYTE Hard Disk with Dual 5 1/4" Floppy Disk Drives
Graphic Display Screen
Hewlett Packard 7470 Plotter 8 1/2" x 11" with software
11" x 17" Digitizer and "on-screen" graphics software
Electronic Art Scanner and Software
5 Standard Fonts & CSF 350 Software
One High Speed Dot Matrix Printer
Workstation Desk

Arundel Signs, Inc.

Ollie M. Henshaw
Ollie M. Henshaw, Pres.

Vickie M. Norfolk
Vickie M. Norfolk, V.P.

279710

550 447

ANNAPOLIS FEDERAL SAVINGS BANK
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

Anne Arundel County

DATE: January 2, 1990

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____
Taxable Amount of Debt \$ _____

NAME OF DEBTOR (S): The Desktop Printer Inc.
402 Tee Ct.
Arnold, MD 21012

ADDRESS:

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK
CONSUMER/COMMERCIAL LENDING DEPARTMENT
ADDRESS: P.O. BOX 751
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- Agfa Compugraphic - 9400 typesetter
- 9400 PS Max (rip)
- Film processor
- MacIntosh Computer IIcx with 4MB Ram 80 MB Hard Drive
- Apple extended keyboard
- Apple 13" Color Monitor
- Apple 8-Bit Video Board

RECORD FEE 11.00

POSTAGE .50



#557500 CYY7 R03 T09:37
01/18/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

DEBTOR(S):

SECURED PARTY:

The Desktop Printer, Inc.
(Company Name)

ANNAPOLIS FEDERAL SAVINGS BANK

BY: Dorothea A. Trubow
Dorothea A. Trubow, President

BY: Michael H. Trubow
Michael H. Trubow, V. President

BY: Ann W. Shumansky
(Authorized Signature)

Ann W. Shumansky Commercial Loan
(Type Name and Title) Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

11/50

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 279711

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 55,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 12, 1990, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ATLANTIC IRRIGATION COMPANY, INC.
Address 2135 Espey Court, Suite 10, Crofton, Md. 21114

2. SECURED PARTY

Name United Bank and Trust Company of Maryland
Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772
ATTN: Ms. Logan
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Equipment consisting of all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.
386/25
AST computer, printer, and software - Monitor-16" Nanao #60004119S-US
USP5007635
Plotter-Mutoh 530AL #890198

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

ATLANTIC IRRIGATION COMPANY, INC.

Signature of Debtor

STEVEN H. FLURY, PRES.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

UNITED BANK AND TRUST COMPANY OF MARYLAND

Signature of Secured Party

John E. Osborn
Type or Print Above Name on Above Line

RECORD FEE 11.00
RECORD TAX 385.00
POSTAGE .50

#559520 0777 R03 T09:40

01/18/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

11- 385.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279712

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Easton Petroleum Co., Inc.
Address 8195 Ritchie Highway Pasadena, Maryland 21122

2. SECURED PARTY

Name Circle Business Credit, Inc.
Address 110 S. Jefferson Plaza Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

REFER TO ATTACHED SCHEDULE "A"

FIXTURE FILING

"CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX. (SECURED PARTY HAS PURCHASED COLLATERAL AND IS THE SELLER OF EQUIPMENT.)"

RECORD FEE 17.00
POSTAGE .50
#557650 CTTT R03 T09:50
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Easton petroleum Company, Inc.
8195 Ritchie Highway Pasadena, Maryland 21122

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Easton Petroleum Co., Inc.

(Signature of Debtor)

E. Patrick Cole, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Circle Business Credit, Inc.

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1750

SUPPLEMENTAL SCHEDULE OF SECURITY

500 550 PAGE 450

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 12-20-89 executed by the undersigned.

LOCATION OF EQUIPMENT: US Rt. 50 & 301
Queenstown, Maryland 21658

One (1) Universal Nolin 11'7 X 25'11.5 X 8'2 walk-in cooler, galvanized in and out, NSF Approved, Dial thermometer

One (1) Ardco mobile beverage rack

One (1) Ardco 30 X 80 all glass entrance door for walk-in cooler

One (1) set of nine Ardco Vanguard super king size glass display doors for walk-in cooler, 25 15/16 X72, door and frame heaters, complete shelving and lights

One (1) Bohn DBH5H1/2ADT1560 refrigeration system (208/1) weatherproof housing, filter drier & sight glass, suction filter, accumulator, with two ADT1560 evap. coil and heat exchanger with Bohmizer kit

One (1) starrett 450 GVAD self-contained ice merchandiser

One (1) United Steel and wire 4' starter chrome wire shelving, 74" High, four 18" deep shelves, Model #21848-7000

One (1) United steel and wire chrome wire shelving unit, 74" deep, 24" deep, 60" wide, four chrome plated wire shelves, Model #22160-7100

Two (2) United steel and wire chrome 72 X 18 chrome wire all shelf, #21872-0000

Two (2) United steel and wire 18' wall bracket

One (1) United steel and wire 74 X 24 X 48 chrome wire shelf, #22448-7000

One (1) Aero stainless steel drop-in hand sink

One (1) Aero Stub-3060-4-NSF stainless steel prep table, galvanized undershelf, 4 inch backsplash, NSF approved

One (1) Continental 35 gallon trash can Model #5735/89

One (1) Continental trash can liner Model #3841

One (1) Continental Model #CYR206-3 MOP bucket

One (1) Continental Model #SW5 wringer

One (1) Kent wall and gondola shelving

One (1) custom cabinets/counters

One (1) Schmidt DC-18-A 18 inch counter-top bakery display cube, glass on four sides and top, single glass shelves

Five (5) United steel and wire Model #ADR-2448 24 X 48 aluminum dunnage rack, NSF

Easton Petroleum Co., Inc.

(Lessee-Debtor)

BY: E. Patrick Cole

E. Patrick Cole

TITLE: President

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: Alene

TITLE: Alene

SUPPLEMENTAL SCHEDULE OF SECURITY

BOOK 550 PAGE 451

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 12-20-89 executed by the undersigned.

LOCATION OF THE FOLLOWING EQUIPMENT: 6924 Marlboro Pike
Forestville, Maryland 20747

- Two (2) Gilbarco AN1220 MPD-1 six hose
- One (1) Gilbarco TCR/G pump controller
- Twelve (12) 11AP nozzles
- Twelve (12) OPW 66 safety breaks
- Twelve (12) 3/4" x 3/4" swivels
- One (1) LAF3 power supply and speakers
- Three (3) 3/4 hp Red Jacket pumps complete
- Three (3) 2" x 24" flexible connectors
- Six (6) 1 1/2" x 24" impact valves
- Two (2) 5' x 25' x 9" island forms with shear boxes
- Two (2) 400 watt super metal halide fixtures
- Two (2) 14' poles

LOCATION OF THE FOLLOWING EQUIPMENT:

8401 Harford Road
Baltimore, Maryland 21217

- One (1) 32' x 49' four column steel structure Fashion, Inc. canopy.
w/ all ancillary equipment.
- Ten (10) 400 watt super metal halide light fixtures.

Easton Petroleum Co., Inc.

(Lessor-Debtor)

BY: E. Patrick Cole

E. Patrick Cole

TITLE: President

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: W. Keppel

TITLE: DC

SUPPLEMENTAL SCHEDULE OF SECURITY

BOOK 550 PAGE 452

(SCHEDULE A)

This is the Schedule of property, equipment and collateral attached to, forming a part of and to which reference is made in that certain Leasing Agreement dated 12-20-88 executed by the undersigned.

Location of the following equipment: 6924 Marlboro Pike
Forestville, Maryland 20747

Six (6) 1½ x 24" Flexible convertors

Location of the following equipment: US Rt. 50 & 301
Queenstown, Maryland 21658

- One (1) Manitowoc GD-1292N Cuber
- One (1) Universal nolin slh-28 cabinet w/ warranty & custom paint
- One (1) Servend KD-23 ice/drink dispenser w/ installation kit
- One (1) Bunn-O-Matic STS-F20 Coffee brewer
- One (1) 3 glass coffee decanters
- One (1) Jetspray model JT20 dual beverage dispenser
- One (1) Avalanche slush system
- One (1) 2 Modular 10-L200-OSD-22 lid/straw dispenser
- One (1) Modular 10-3000 condiment tray
- One (1) Modular 10-6000 coffee condiment tray
- One (1) Server IRS 67080 insulated relish
- One (1) Amana RCS720A microwave
- One (1) Star 25 Roller grill, bun warmer
- One (1) Star 39D phoenix popcorn popper
- One (1) Server 81570 full serve cheese pump
- One (1) Tidel TACC II safe
- One (1) Tidel Security Kit
- One (1) Aero IFL-2148-4-18L&R Three compartment sink
- One (1) Metal masters 1" faucet

Easton Petroleum Co., Inc.

(Lessee-Debtor)

BY: ✓ [Signature]

TITLE: ✓ Pres.

Circle Business Credit, Inc.

(Lessor-Secured Party)

BY: ✓ [Signature]

TITLE: ✓ DC

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 279713

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 24,285.83

If this statement is to be recorded in land records check here.

This financing statement Dated 12-29-89 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Micrographic Equipment Design, Inc.

Address 1654 Crofton Blvd. Crofton, MD 21114

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

ATTENTION: K. LOGAN

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00

RECORD TAX 171.50

POSTAGE .50

#559670 0777 R03 T09157
01/18/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Micrographic Equipment Design, Inc.

Joseph A. Castille
(Signature of Debtor)

Joseph A Castille, Vice President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

Maureen Cowger
(Signature of Secured Party)

Maureen Cowger
Type or Print Above Name on Above Line

11 171.50 SW

SCHEDULE A

<u>Product</u>	<u>Vendor</u>	<u>Serial Number</u>	<u>Price</u>
OMD Business Software STL04 4 Terminal Software LIC fee, Cobol Runtime (SCO XENIX)	OMD	200478	\$10,400.00
Word Perfect for Xenix	Delta	N/A	682.50
SCO Xenix Operating System	Delta	TEH000292	643.50
Imprimis 209MB Hard Drive	Delta	040817	1,400.00
Fut. Dom. TMC85DNK Controller Card	Delta	N/A	250.00
Archive 150MB Tape Back Up	Delta	AA186602	900.00
American Power UPS 450AT	Delta	P89114776	486.00
Multitech MT224PC Internal Modem	Delta	906768	367.50
Link MC5 Terminal	Delta	OB19801400	429.00
Link MC5 Terminal	Delta	OB19801436	429.00
Link MC5 Terminal	Delta	OB19801483	429.00
Link MC5 Keyboard	Delta	43M19A01322	145.00
Link MC5 Keyboard	Delta	43M19A00812	145.00
Link MC5 Keyboard	Delta	43M19A01324	145.00
Computer Chips (4MB SIMM)	Delta	N/A	612.00
Wyse 995 8 Port Card	Delta	N/A	654.00
DC6150 Tape Cartridges	Delta	N/A	330.00
Installation Services	Delta	N/A	1,200.00
MEQ 1600 Bar Code Printer	MTS	010886	1,990.00
Epson 2550 Dot Matrix Printer	Printers Plus	OHA0011595	1,049.00
Miscellaneous Cabling	Various	N/A	500.00
		Subtotal	\$23,186.50
		Tax	1,099.33
		Total	\$24,285.83

File No.

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

..... To Be Recorded in the Land
Records. (For Fixtures Only)

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....248600.....;

Record Reference: Liber..... 464 Folio..... 579

Date of Filing:..... Aug. 15, 1983



RECORD FEE 10.00

POSTAGE .50

2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

Natural Plants, Inc.

1868 Jackson Grove Road
Odenton, Maryland 21113

and
1084 Minnetonka Road
Severn, Maryland 21144

#559690 0777 R03 709:58

01/18/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. The name and address of the Secured Party of Record is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

THE CITIZENS NATIONAL BANK

Dated:.....December....., 20., 19..89.

By:.....*Marilyn F. Horton*.....

Marilyn F. Horton
Assistant Vice President

Type or print all names
and titles under signatures.

1/89

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es) Crouse Construction Co., Inc. P.O. Box 5873 Darlington, MD 21034	2. Secured Party(ies) Name(s) And Address(es): Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, MD 21237	RECORD FEE .00 RECORD FEE 10.00 POSTAGE .50 For Filing #559810 0777 R03 T10:09 Officer 01/18/90
3. (a) This statement refers to original Financing Statement bearing File No. <u>507560 548-188</u> Filled with <u>Anne Arundel Cty., MD</u> Date Filled <u>11/14/89</u> (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103. (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or agreement by the secured party of record that he has assigned interest to the signer of the termination statement.) 6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.		
9. One (1) New Caterpillar Model D8N Tractor S/N 9TC02334 One (1) Caterpillar Model 8SU Bulldozer S/N 1KH01398 Assignee: General Electric Capital Corporation 600 W. Germantown Pike Plymouth Meeting, PA 19462		
10. Signatures:		
By _____ Debtor(s) (necessary only if Item 7 is applicable)	By <u>Alban Tractor Co., Inc.</u> <u>[Signature]</u> Secured Party(ies)	4021739
(1) Filing Officer Copy - Numerical		FINANCING STATEMENT CHANGE
Standard Form Approved by N. C. Sec. of State and other States shown above.		UCC-3

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 494180
C777 R03
RECORDED IN LIBER 547 FOLIO 418 ON October 27, 1989 (DATE)

1. DEBTOR

Name Mid-Atlantic Instrumentation, Inc.
Address 101A Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.
Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>The Commonwealth National Bank P.O. Box 1010 10 South Market Square Harrisburg, PA 17108</p>	

RECORD FEE 10.00
POSTAGE .50
#553820 CT 7 R03 T10:10
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated September 19, 1989

RG Industries, Inc.
Randall A. Gross
(Signature of Secured Party)
Randall A. Gross-President
Type or Print Above Name on Above Line

104

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 494170
C777 R03
RECORDED IN LIBER 547 FOLIO 417 ON October 27, 1989 (DATE)

1. DEBTOR

Name Die-A-Matic, Inc.
Address 101B Holsum Way, Glen Burnie, MD 21061

2. SECURED PARTY

Name RG Industries, Inc.
Address 258 W. Market Street, York, PA 17401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

The Commonwealth National Bank
10 South Market Square
P.O. Box 1010
Harrisburg, PA 17108

RECORD FEE 10.00
POSTAGE .50
#557830 C777 R03 T10:10
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated September 19th 1989

RG Industries, Inc.
Randall A. Gross
(Signature of Secured Party)
Randall A. Gross/President
Type or Print Above Name on Above Line

158

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>Corell, Robert W. Corell, Andrea J. 15 Spa Creek Landing #3B Annapolis, MD 21407</p> <p><input type="checkbox"/> Debtor is a Transmitting Utility</p>	<p>2. Secured Party(ies) and address(es)</p> <p>Durham Trust Co. 828 Central Ave. Dover, NH 03820</p> <p>521-117</p>	<p>3. For Filing Officer (Date, Time, Number and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 #5587840 CTTT R03 T10:12 Town/City Anne Arundel Clerk- Annapolis, MD H. ERLE SCHAFER ANNO DOMINI CIRCUIT COURT</p>
<p>4. This statement refers to original Financing Statement No. 206600 C777, filed (date) 12/21/87 with ROI</p> <p>5. <input type="checkbox"/> This statement is to be filed for record in the Real Estate Records:</p>		<p>7. No. of Additional Sheets Presented</p>
<p>6. Name of Record Owner:</p> <p>8. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective. <input checked="" type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. From the Collateral described in the Financing Statement bearing the above file number, the Secured Party or record releases the following: <input type="checkbox"/> C. Release <input type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below: <input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required). <input type="checkbox"/> F. Other</p>		
<p>By Signature(s) of Debtor(s) (only on amendment)</p>		<p>By Chris M. Anderson, AVP Signature(s) of Secured Party(ies)</p>

1050

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 526270

RECORDED IN LIBER 549 FOLIO 66 ON 12/07/89 (DATE)

1. DEBTOR

Name Gnuu Construction Company

Address P.O. Box 3844 Crofton, MD 21114

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595 Baltimore, MD 21237

Orix Credit Alliance, Inc. P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>One (1) Caterpillar Track Loader Model 963LGP, S/N 21Z02051</p>	<p>ASSIGNEE OF THE SECURED PARTY: Orix Credit Alliance, Inc. P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>

RECORD FEE 10.00
POSTAGE .50
#55050 0777 R03 T10:13
01/18/90
H. ENLE SCHAFER
AA CO. CIRCUIT COURT

Alban Tractor Co., Inc.

Dated 12/21/89

Mark N. Welsh
(Signature of Secured Party)
MARK N. WELSH
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 550 PAGE 461

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 488700

RECORDED IN LIBER 547 FOLIO 262 ON 10-21-89 (DATE)

1. DEBTOR

Name C & M Machine Service

Address 500 Wills Lane Glen Burnie, MD 21061

2. SECURED PARTY

Name Phillips Financial Services, Inc.

Address 10220 Old Columbia Rd. Columbia, MD 21046

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment XX
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Assign to:
ITT Commercial Finance Corp.
1305 US Hwy 19 S Suite 101
Clearwater, FL 34624



RECORD FEE .00
RECORD FEE 10.00
POSTAGE .50
#559860 0777 R03 710:15
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated

12/27/89

Alan M. Phillips
(Signature of Secured Party)

Phillips Financial Services, Inc.
Type or Print Above Name on Above Line

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Deale Pharmacy
661 Deale Road
Md. Rt. 256 & Drum Point Road
Deale, Maryland 20751

2. Secured Party(ies) and address(es)

District Wholesale Drug Corp.
7721 Polk Street
Landover, Maryland 20785

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 12.00
POSTAGE .50

#559880 CTTT R03 T10:16

4. This statement refers to original Financing Statement bearing File No. 04362 446371

Filed with Anne Arundel County Date Filed February 8 19 82

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.

7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.

8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.

9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The new secured party is McKesson Corporation, 7721 Polk Street, Landover, Maryland 20785, the interest of District Wholesale Drug Corp. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

DISTRICT WHOLESALE DRUG CORP.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-3

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, District Wholesale Drug Corporation, a company duly organized and existing under the laws of the State of Delaware ("District"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

DISTRICT WHOLESale DRUG
CORPORATION

Date: March 7, 1989

By: *Nancy A. Miller*

McKESSON CORPORATION

Date: March 7, 1989

By: *J. J. J.*

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Pomerantz, Leonard H., d/b/a
Deale Pharmacy
661 Deale Road
Md. Rt. 256 & Drum Point Road
Deale, Maryland 20751

2. Secured Party(ies) and address(es)
District Wholesale Drug Corp.
7721 Polk Street
Landover, Maryland 20785

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 04363 446-375
Filed with Anne Arundel County Date Filed February 8 1982

RECORD FEE 12.00
POSTAGE .50
#558890 C777 R03 T10:18

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

01/18/90

H. ERLE SCHAFER

44-50. CIRCUIT COURT

10. The new secured party is McKesson Corporation, 7721 Polk Street, Landover, Maryland 20785, the interest of District Wholesale Drug Corp. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented:

DISTRICT WHOLESALE DRUG CORP.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

125

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, District Wholesale Drug Corporation, a company duly organized and existing under the laws of the State of Delaware ("District"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

DISTRICT WHOLESale DRUG
CORPORATION

Date: March 7, 1989

By: Nancy A. Miller

McKESSON CORPORATION

Date: March 7, 1989

By: [Signature]

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Fee)

1. Debtor(s) (Last Name First) and address(es)
Kitchen Drug, Inc.
t/a Cape Drugs
1072 Cape St. Clair Road
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
District Wholesale Drug Corp.
7721 Polk Street
Landover, Maryland 20785

RECORD FEE 12.00
POSTAGE .50
#559900 CTTT R03 T10:18
01/18/90

4. This statement refers to original Financing Statement bearing File No. 099820 525-29
Filed with Anne Arundel County Date Filed April 11 19 88

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 has been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The new secured party is McKesson Corporation, 7721 Polk Street, Landover, Maryland 20785, the interest of District Wholesale Drug Corp. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented: _____

DISTRICT WHOLESALE DRUG CORP.

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature]
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3
12.50

(1) Filing Officer Copy - Alphabetical

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, District Wholesale Drug Corporation, a company duly organized and existing under the laws of the State of Delaware ("District"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

DISTRICT WHOLESale DRUG
CORPORATION

Date: March 7, 1989

By: Ancy A. Miller

McKESSON CORPORATION

Date: March 7, 1989

By: J. J. J.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
Annapolis Professional
Pharmacy, Inc.
703 Giddings Avenue, L-1
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
District Wholesale Drug Corp.
7721 Polk Street
Landover, Maryland 20785

3. Maturity date (if any):
For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 247910 463-206
Filed with Anne Arundel County Date Filed June 28 19 83

RECORD FEE 12.00
POSTAGE .50

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 01/15/90
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. H. ERLE SCHAFER
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. AA CO. CIRCUIT COURT

10. The new secured party is McKesson Corporation, 7721 Polk Street, Landover, Maryland 20785, the interest of District Wholesale Drug Corp. having been assigned to McKesson Corporation covering the collateral identified on Exhibit "A" attached hereto and made a part hereof.

No. of additional Sheets presented: _____

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

DISTRICT WHOLESALE DRUG CORP.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1898

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

Debtor:

Secured Party:

This Financing Statement covers the following types or items of property:

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances, wheelchairs, beds and other health care furniture and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

This Financing Statement does not cover alcoholic beverages, or accounts receivable or other revenues derived solely and exclusively from the sale thereof, or fixtures or equipment used solely and exclusively in connection with such sale, or any licenses or permits authorizing such sale.

S-105 (2/87)

Exhibit "A"

ASSIGNMENT OF SECURITY INTERESTS

FOR valuable consideration, the receipt whereof is hereby acknowledged, District Wholesale Drug Corporation, a company duly organized and existing under the laws of the State of Delaware ("District"), does hereby sell, assign, endorse and transfer to McKesson Corporation, a company duly organized and existing under the laws of the State of Maryland ("McKesson"), all its right, title and interest in and to the attached Security Agreement(s), all outstanding security agreements, the note(s) therein described and all the property and collateral covered thereby, and hereby authorizes McKesson to do every act and thing necessary to collect and discharge same.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of March 31, 1989.

DISTRICT WHOLESALE DRUG
CORPORATION

Date: March 7, 1989

By: Nancy A. Miller

McKESSON CORPORATION

Date: March 7, 1989

By: [Signature]

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~X84880~~ 78895 10.00
RECORDED IN LIBER 547 FOLIO 191 ON 10/18/89 (DATE) POSTAGE .50
#559930 CTTT R03 T10:20
01/18/90

1. DEBTOR

Name Innkeepers' Telemanagement & Equipment Corporation H. ERLE SCHAFER
Address 6655 West Mill Road AA CO. CIRCUIT COURT
Milwaukee, WI 53218

2. SECURED PARTY

Name Leasetec Corporation
Address 1401 Pearl Street
Boulder, CO 80302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>MLA #101, Schedule 16 - Assignee: Societe Generale Financial Corporation 50 Rockefeller Plaza New York, NY 10020</p> <p>(Ann Arundel)</p>	

Dated _____

Leasetec Corporation
(Signature of Secured Party)
Alex Merrell, Manager
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 77447

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$4,877.85

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jaques, Dave, Sole Proprietor
Address 7534 Ritchie Highway, Suite 5, Glen Burnie, MD 21061

2. SECURED PARTY FIRST INTERSTATE CREDIT ALLIANCE, INC.

Name Address 100 Dutch Hill Road Suite 124 Orangeburg, NY 10962
RECORD FEE 14.00
RECORD TAX 35.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

POSTAGE .50
#559940 0777 R03 710:21
01/18/90

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Goods, Chattels, Machinery, Equipment, Inventory, Accounts, Chattel Paper, Notes, Contract Rights, Receivables, Accounts Receivables, General Intangibles, Furniture, Fixtures and Property of Every Kind and Nature, Wherever Located, Now or Hereafter Belonging to Debtor or in Which Debtor Has Any Interest and Any and All Proceeds Thereof as Described in Attached Entire Agreement and/or in Any Schedule Prepared in Connection Therewith. This Form and/or The Attached Security Agreement and/or Schedule Being Submitted for Filing as a Financing Statement.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
TAX: \$35.00

ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(SEE ATTACHED)

(Signature of Debtor)

Dave Jaques, Sole Proprietor
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barbara Bugg Agent
(Signature of Secured Party)

First Interstate Credit Alliance, Inc.
Type or Print Above Signature on Above Line

Handwritten numbers: 4, 35, 8



FIRST INTERSTATE CREDIT ALLIANCE, INC. (the "LESSOR")

Affiliate of First Interstate Bancorp

770 DUNDON AVENUE • NEW YORK, NEW YORK 10021
100 Dutch Mill Rd., Suite 124, Orangeburg, N.Y. 10962

Telephone: (212) 421-3600

914-365-1188

LEASE NO.

11-268

741-774472

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

Dave Jaques, Sole Proprietor
d/b/a C&J Distributors
7534 Ritchie Highway, Suite 5
Glen Burnie, MD 21061

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

American Telcom Corp./Cordial
6855 Jimmy Carter Blvd.
Suite 2660
Morcross, CA 30071

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
1	Cordial 2232 Telephone System
1	Cordial 2232 K9U Serial # 132 8342
6	22 line sets
1	22 line LCD Phone

LOCATION OF EQUIPMENT: STREET ADDRESS

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

CITY:

COUNTY:

STATE:

AMOUNT OF EACH RENT PAYMENT (PLUS SALES TAX, IF APPLICABLE)	NO. OF RENT PAYMENTS	FOR INITIAL TERM OF THIS LEASE			AFTER INITIAL TERM
		TOTAL RENT (PLUS SALES TAX IF APPLICABLE)	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT (EXCLUSIVE OF ANY SALES TAX)	RENEWAL RENT PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)
\$ 158.14	36	\$ 5693.04	36 MONTHS	\$ 158.14	\$

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.
- Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease. THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangeburg
DATE: 11/29/89
LESSOR:

DATE EXECUTED BY LESSEE: Dave Jaques, Sole Proprietor

LESSEE: d/b/a C&J Distributors
FULL LEGAL NAME

FIRST INTERSTATE CREDIT ALLIANCE, INC.
BY: Barbara Buggy
VICE PRESIDENT

BY: Dave Jaques
AUTHORIZED SIGNATURE
TITLE: Owner

LEASE COPY

4

AUTHORIZED SIGNATURE

TITLE

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one of more financing statements or a reproduction hereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in Lessor's form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney-in-fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. At all times hereunder, Lessee shall have the right to prepay its obligations hereunder in full and acquire Lessor's interest in the equipment upon at least 30 days prior written notice to Lessor, specifying the proposed date of prepayment on which date the Prepayment Amount will be paid. The Prepayment Amount shall be the sum of the following as of the date specified in the notice: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent (20%) of the Actual Cost of the equipment, (iii) the unpaid balance of the Total Rent for the term of this lease, discounted to its then Present Value (defined below), (iv) any ITC indemnification (as defined below) attributable to the equipment and (v) late charges on any and all amounts from the date such amount was to have been paid to the date Lessor receives the payment. Upon Lessor's receipt of the Prepayment Amount, Lessee shall be entitled to whatever interest Lessor may then have in the equipment in its then condition and location, without warranty, express or implied. The parties hereto agree that the sum of the amounts provided in (ii), (iii) and (iv) above equals the Fair Value of the equipment as at the date utilized for the purposes of said calculation. "Present Value" as used herein, means the present (at the date used in the computation) worth of the series of rent payments then due in the future (e.g., 24 monthly installments of rent at \$100 each would have a Present Value of \$2124.34 using a discount rate of 12%). For purposes of discounting any rent under this lease to its Present Value (for the purpose of this paragraph and any other provision referring hereto) the rate to be used for such discounting purpose shall be the rate announced by First Interstate Bancorp as its 30-day commercial paper rate in effect on the day this lease is accepted by Lessor. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall (a) replace same with like equipment in good repair, or (b) pay Lessor in cash the then Fair Value of the equipment. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, express or implied.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect, Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise and whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisal, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount herein provided, or if Lessee fails to perform any other provision hereof within (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter made by Lessor, (any one or more of the foregoing being a default hereunder) then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option, (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of the then Fair Value of the equipment and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale to the then Fair Value of the equipment), or (iii) retain equipment and attempt re-lease of same (applying 80% of the reasonable re-rental value of the equipment, as determined by Lessor for the unexpired initial term hereof to the then Fair Value of the equipment), Lessee remaining unconditionally liable for any deficiency under (ii) and (iii) above plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum); (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder plus said reasonable attorneys' fees; (C) pursue any other remedy at law or in equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Lessee and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof be mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof be mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Lessor, being a lessor of equipment and in light of Lessee's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the equipment for sale but may sell its interest therein on an "as-is", "where-is" basis. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. **LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY OF ANY ACTION, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING LESSEE, LESSOR OR ANY PERSON CLAIMING ANY RIGHTS ACQUIRED BY, THROUGH OR UNDER THEM.**

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that of a lessee only. This equipment shall remain personal property even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacements for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. **As part of the consideration for each of the parties to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing herein below, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each such party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or its last known address by certified mail, within three days of such service having been effected. Lessee and Lessor agree to the exclusive venue and jurisdiction of courts having situs within the State and County of New York (where Lessor's principal place of business is located) for all actions, proceedings, claims, counterclaims or crossclaims arising directly or indirectly in connection with, out of, or related to this Equipment Lease Agreement, with the sole exception that an action to recover possession of all or part of the security for Lessee's obligations hereunder, however denominated may, in the sole discretion of Lessor, be brought in a State or Federal court in the jurisdiction where such may be located. Lessee, Lessor and any guarantor hereunder each waive any right they or any of them may have to transfer or change the venue of any litigation brought in accordance herewith. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.**

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereto. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provisions hereof in one instance shall not constitute a waiver as to any other instance.

GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, corrections, promises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind including but not limited to extensions, modification and compromises to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

_____(L.S.) _____(L.S.)
(Guarantor) (Guarantor)
_____(L.S.) _____(L.S.)
(Guarantor) (Guarantor)

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Farm Fresh Supermarkets 8694

Address 6-8 Hammonds Lane Baltimore MD 21225

2. SECURED PARTY

Name Advanta Leasing Corp

Address P.O. Box 1228 Voorhees, NJ 08043

RECORD FEE 11.00
POSTAGE .50
#560010 0777 R03 T10:27
01/18/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

8 Money order dispensers

Name and address of Assignee

Equipment lease does not create a ssecurity interest not subject to recordation tax

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Farm Fresh Supermarkets, Attorney in fact Lizabeth Renner

Lizbeth Renner - attorney in fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lizbeth Renner
(Signature of Secured Party)

Advanta Leasing Corp

Type or Print Above Signature on Above Line

1/15/90

279717

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
LEVITZ FURNITURE CORP
BA2
50 ORCHARD RD
GLEN BURNIE, MD 21061

2. Secured Party(ies) and address(es)
IBM CREDIT CORPORATION
DEPARTMENT 577 / 19A
290 HARBOR DRIVE
STAMFORD, CT 06904

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
#560070 0777 R03 T10:29
01/19/90

4. This financing statement covers the following types (or items) of property:
IBM EQUIPMENT
QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE
001-9404 001-5853
RECORDATION TAX NOT REQUIRED (SELLER RETAINING SECURITY FOR PRICE)

5. Signature(s) of Secured Party and Address(es)
H. ERLE SCHAFER

AA CO. CIRCUIT COURT

REFERENCE IBM SUPPLEMENT NUMBER 077214 DATED 12/19/89

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

LEVITZ FURNITURE CORP

IBM CREDIT CORPORATION

By: Yves Lawe ATTORNEY IN FACT
Signature(s) of Debtor(s)

By: S. Schaffer
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1. 11

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)
Auto Gas Inc. t/a
Glen Burnie Crown
7501 Ritchie Highway
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)
Triumphe Financial Corporation
Suite 126 Plymouth Commons
Plymouth Meeting, PA 19462

3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
- 1 - MGN MCS 5000 12" B/W Monitor
 - 4 - MGN 2/3 Vidicon Camera
 - 1 - Standard Daytron VHS Recorder

The equipment above is made part hereof together with lease dated 7/1/90 and proceeds thereof, including without limitation the proceeds of any casualty insurance policy insuring said property.

NOT FOR RECORDATION TAX
SECURED PARTY IS THE SELLER/LESSOR

5. Assignee(s) of Secured Party and Address(es)
#560080 CTTT R03 T10:30
01/18/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT
BANK LEUMI
1511 WALNUT STREET
PHILADELPHIA, PA 19102

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:
Anne Arundel County, MD

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented:

Auto Gas Inc., t/a Glen Burnie Crown

Triumphe Financial Corporation

Charles E. ...
Charles E. ... Debtor(s)

Pres.
Title

Pam Kelly
By: Pam Kelly

Signature(s) of Secured Party(ies)

Admin. Asst.
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

For Use In Most States)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC
January 6, 1990

Identifying File No. 279719

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded
in lead records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Owens, Albert W. and Owens, Mary A., Individually and as Co-Partners T/A
Address 818 Shore Dr. Edgewater, MD 21037 A&M UNLIMITED

2. SECURED PARTY

Name M & L GMC Trucks, Inc.
Address Rt. 313 Federalsburg, MD 21632

RECORD FEE 22.00

(TW) POSTAGE .50

#560110 0777 R03 T10:32

Orix Credit Alliance, Inc. 500 DiGiulian Blvd. Glen Burnie, MD 21061

01/18/90

Person And Address To Whom Statement Is To Be Returned If Different From Above H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in
attached entire Agreement &/or in any Schedule prepared in
connection therewith. This UCC form together with the attached
Security Agreement &/or Schedule are being submitted for filing
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Albert W. Owens and Mary A. Owens,
Individually and as Co-Partners T/A A&M UNLIMITED

~~KEITH McMAHAN, PRES.~~

Albert W. Owens
(Signature of Debtor)

ALBERT W. OWENS, owner
Type or Print Above Name on Above Line

Mary A. Owens
(Signature of Debtor)

MARY A. OWENS, owner
Type or Print Above Signature on Above Line

M & L GMC Trucks, Inc.

Keith McMahon Pres.
(Signature of Secured Party)

KEITH McMAHAN, Pres.
Type or Print Above Signature on Above Line

2250

CONDITIONAL SALE CONTRACT NOTE

TO: M & L GMC Trucks, Inc.

FROM: Co-Partners T/A A & M Unlimited

Rt. 313 Federalsburg, MD 21632

818 Shore Drive Edgewater, MD 21037

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of property purchased and financial terms. (1) TIME SALES PRICE \$30,944.00, (2) Less DOWN PAYMENT In Cash \$5,000.00, (3) Less DOWN PAYMENT IN GOODS (Trade-In Allowance) \$0, (4) CONTRACT PRICE (Time Balance) \$25,944.00.

Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 818 Shore Drive Edgewater Anne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty five thousand nine hundred forty four and 00/100 Dollars (\$25,944.00) being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 25th day of February, 1990, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$1,081.00 and the final installment being in the amount of \$1,081.00 with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: January 6 1990

BUYER(S)-MAKER(S): Albert W. Owens and Mary A. Owens, Individually and as Co-Partners T/A A & M Unlimited

Accepted: M & L GMC Trucks, Inc. (Print Name of Seller Here) (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

By: Albert W. Owens (Print Name of Buyer-Maker Here) Co-Buyer-Maker: Mary A. Owens (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

_____(L.S.)_____ (L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

550 484

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 6, 1990

between M & L GMC Trucks, Inc., as Seller/Lessor/Mortgagee, and Albert W. Owens and Mary A. Owens, Individually and as Co-Partners T/A 818 Shore Dr. Edgewater, MD 21037

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease to or mortgage of the Property by Obligor in the ordinary course of business and is the only agreement with respect thereto; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed and insured and we will fulfill our obligations to Obligor with respect to same; and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. If any of our representations are or become untrue, we will immediately pay to OCAI the then unpaid balance outstanding under the contract without requiring OCAI to proceed against any person or property. In consideration of OCAI accepting this assignment, we hereby designate and appoint Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as our true and lawful attorney-in-fact and agent for us and in our name, place and stead, to accept service of any process within the State of New York, OCAI agreeing to notify us at our address shown in the contract by certified mail within three (3) days of such service having been effected. OCAI may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to OCAI, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in OCAI's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that OCAI shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon OCAI's request, pay to OCAI, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by OCAI in accordance with OCAI's usual procedures and will be such amount as will enable OCAI to receive, with respect to the contract, such rate of return as OCAI would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto OCAI any interest that we may have in the Property and/or any monies that OCAI may be holding for our account. Upon our execution hereof, we shall have no authority without OCAI's prior written consent to accept collections and/or repossess and/or consent to the return of the Property and/or modify the terms of the contract. We agree to the exclusive venue and jurisdiction only of courts having situs within the State and County of New York for all actions, proceedings, claims, counterclaims and crossclaims relating to the contract and this Assignment.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract or (c) would have constituted an event of default during the term of this contract; and (2) the unpaid balance of the contract assigned, hereby is \$ 25,944.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this January day of 6, 19 90

M & L GMC Trucks, Inc. (Seal)
(Seller/Lessor/Mortgagee)
By: Kath [Signature]
President

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

279720

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)

Troy Edward Daff, Jr.
8155 Walton Road
Severn, MD 21144

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
201 Ritchie Road, Bldg. A
Capitol Heights, MD 20743

3 Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)



RECORD FEE 11.00
POSTAGE .50

#560120 0777 R03 T10:32
01/18/90

4 This financing statement covers the following types (or items) of property

1989 Freightliner model FLC12064 S/N 1FVN2CY93KH370128

1989 R/S 14.5' steel dump body S/N 8905856

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR

5 Assignee(s) of Secured Party and Address(es)
H. ENL SWAFER
Associates Commercial Corp.
1801 McCormick Drive
Suite #200
Landover, MD 20785

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Anne Arundel 1359-479

Troy Edward Daff, Jr.

For Washington Freightliner, Inc.

By: Troy Edward Daff, Jr.
Signature(s) of Debtor(s)

By: [Signature]
Signature(s) of Secured Party(ies)

FILING OFFICER COPY-ALPHABETICAL

1150

550-486 -
- 487

#'s not used

sh. be Land

1-18-90

550-486 -
- 487

#'s not used

sh. be Land

1-18-90

279722

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): E.A. & J.O. Crandell, Inc. 715 Crandell Ave West River MD 20778 M-34373	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	RECORD FEE 11.00 POSTAGE .50 TW 560150 0777 R03 T10:38 01/18/90 For Filing Officer H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) Used Caterpillar Dump Truck D25C S/N: 9YC00638

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

MD

(6) Signatures: Debtor(s)
 E.A. & J.O. Crandell, Inc.

Secured Party(ies) [or Assignees]

Alban Tractor Co Inc.

(By) Charles A. Crandell-Treasurer
Charles A. Crandell Treasurer
 Standard Form Approved by N.C. Sec. of State
 and other states shown above.

(By) *Mark M. Della*
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
 Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

1150

279723

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): E.A. & J.O. Crandell Inc 715 Crandell Road West River MD 20778 M-34374	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

RECORD FEE 11.00
 POSTAGE .50
 #560160 DT77 R03 T10:38
 01/18/90
 For Filing Officer
 H. ERLE SCHAFFER
 AA CO. CIRCUIT COURT

(5) This Financing Statement Covers the Following types [or items] of property.
 One (1) Used Caterpillar Dump Truck D25C S/N: 9YC00626

~~X~~ Products of the Collateral Are Also Covered. MD

(6) Signatures: Debtor(s)
 E.A. & J.O. Crandell, Inc.

 Charles A. Crandell-Treasurer
 (By) Charles A. Crandell Treasurer
 Standard Form Approved by N.C. Sec. of State
 and other states shown above.

Secured Party(ies) [or Assignees]
 Alban Tractor Co Inc.

 (By) [Signature]
 Signature of Secured Party Permitted in Lieu of Debtor's Signature:
 (1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
 (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-1

11.8

STATE OF MARYLAND

Clerk of Circuit Court, Anne Arundel County

530 PAGE 490

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265297

RECORDED IN LIBER 506 FOLIO 313 ON December 24, 1986 (DATE)

1. DEBTOR

Name DGM Enterprises, Inc.

Address 5187 Raynor Avenue, Linthicum Heights, MD. 21090

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 6925-P Oakland Mills Road, Columbia, MD. 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) PAID IN FULL 9/30/87

RECORD FEE 10.00
POSTAGE .50
#560190 CTTT R03 T10:45
01/18/90

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination/Paid in full 9/30/87</p>
<p>Four (4) Oak Tables, Four (4) Putty File Drawers, Eight (8) Panels/Model 250, Three (3) Panels/Model 240, Four (4) Panels/Model 230 and Four (4) Wall Brackets</p> <p>"CONDITIONAL SALES CONTRACT"</p>	

ERIE SCHAFER
CIRCUIT COURT

NATIONAL SURETY LEASING, INC.

Dated November 16, 1989

1152

Carole B. Hardesty
(Signature of Secured Party)

Carole B. Hardesty/President
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 270050

RECORDED IN LIBER 518 FOLIO 484 ON October 6, 1987 (DATE)

1. DEBTOR

Name D G M Enterprises, Inc.

Address 5187 Raynor Ave. Linthicum Heights, MD 21090

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1900 SULPHUR SPRING ROAD

BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination XXX</u> (Indicate whether amendment, termination, etc.)</p>

Please terminate the above filing.

RECORD FEE 1.00

RECORD FEE 9.00

POSTAGE .50

#560200 CRTT R03 T10:46

01/18/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

Dated _____

9/25/89
(Signature of Secured Party)

D.R. Williams, Jr. Branch Operations Manager

SIGNATURE OF DEBTOR

Type or Print Above Name of Debtor

1058

H113142
 AAC (AC)
 12-50 1/2 Eastern Ave

BOOK 550 PAGE 492

RETURN TO:
 CHICAGO TITLE INSURANCE
 COMPANY OF MARYLAND
 110 ST. PAUL ST.
 BALTIMORE, MD. 21202

STATEMENTS OF CONTINUATION, RELEASE, ASSIGNMENT, ETC.

This statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR and address (Last Name First) Clinical Perfusionists, Inc. Box 5035 Annapolis, Maryland 21403	2. SECURED PARTY and Address FIRST AMERICAN BANK OF MARYLAND 8201 George Avenue Silver Spring, Maryland 20910 111 S. Calvert Street, Suite 2610 Baltimore, Maryland 21202
3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)	4. RETURN TO: SECURED PARTY

5. THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT:
 Number: 254710 Date: November 29, 19 84
 Record Reference: Book 480 Page 32

6. A. CONTINUATION <input type="checkbox"/> The Original Financing Statement referred to above between the foregoing Debtor and Secured Party is still effective.	6. B. RELEASE <input checked="" type="checkbox"/> From the collateral described in the Original Financing Statement referred to above, the Secured Party releases the collateral listed below.
6. C. ASSIGNMENT <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the Financing Statement referred to above in the property listed below.	6. D. OTHER <input type="checkbox"/> <div style="text-align: right;">  RECORD FEE 10.00 POSTAGE .50 #560230 0777 R03 T10:48 01/19/90 </div>

INFORMATION:

ACCOUNTS. All of the Debtor's present and future accounts receivable, H. ERLE SCHAFER Contract rights, general intangibles, things in action, chattel paper, instruments mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND
 Dated May 9, 19 89 By: Harold K. Wallace
 Harold K. Wallace, Vice President

158

550 493

279724

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
John Wayson Jr.
DBA: J. Wayson's Citgo Service Center
521 S. Camp Mead Rd.
Linthicum, MD 21090

2. Secured Party(ies) and address(es)
SP Financial
2861 James Drive Box 51483
New Berlin, WI 53151

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property:

SEE ATTACHED SCHEDULE X

Recordation Tax Due
Anne Arundel County Court
Princ. Amt. \$3,500.00
Amt. Pd. \$24.50

5. Assignee(s) of Secured Party and Address(es)



RECORD TAX 24.50
#560260 CTTT R03 T10:49
01/18/96

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

John Wayson Jr.
DBA: J. Wayson's Citgo Service Center

By: John Wayson Jr.
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1

12
\$2450
00

SCHEDULE X ATTACHED TO AND MADE A PART OF THAT
CERTAIN FINANCING STATEMENT EXECUTED BY
John Wayson Jr. DBA: J. Wayson's Citgo Service Center AS DEBTOR AND SHOWING
SP Financial AS SECURED PARTY

This Financing Statement covers the following types or items of property:

- I. This is a lease transaction, but, in the event it is construed to be a sale, Creditor/Lessor and its assigns and successors, holds a Purchase Money Security Interest in the property described in Schedule "X" hereto and made a part hereof.
- II. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located; all accessories, parts, and other property now or hereafter affixed to, or used in connection with, the property described in Section II below; all substitutions for and replacements of the property described in Section II below; all accessions to the property described in Section II below; and all proceeds of all of the foregoing and of all of the property described in Section II below including without limitation any leases of any of the foregoing or of any of the property described in Section II below;
- III. All of Debtor's right, title and interest in and to all of the following, whether now owned or hereafter acquired and wherever located:

1 Forward 7000 Lift S/N 79111942

DEBTOR'S SIGNATURE OR INITIALS: _____

Page 1 of 1

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258418

RECORDED IN LIBER 489 FOLIO 441 ON 9/11/85 (DATE)

1. DEBTOR

Name Robert W. Moreau, a sole proprietor D/B/A Casablanca Hair Ltd.

Address 8103 Jumpers Hole Road; Pasadena, MD 21203

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The steffey Bldg., Ste. 200-B, 407 Grain Highway

Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)
	1 (one) Kaemark Reception Desk Model #1040 1 (one) Triple Section Shampoo Bulkhead 1 (one) Five Shelf Glass 72" Retail Storage Shelf 1 (one) Custom Matching Oak Coffee Bar, Magazine Rack 1 (one) Cigarette Urn	
	RECORD FEE 10.00 POSTAGE .50 #560290 0777 R03 T10:51 01/18/90 H. ERLE SCHAFER AA CO. CIRCUIT COURT	

Trans-American Leasing Corporation

Dated 1-12-90

Frank J. Sarro, III
(Signature of Secured Party)

Frank J. Sarro, III, Exec. Vice President
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1550

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261164

RECORDED IN LIBER 496 FOLIO 488 ON April 7th, 1986 (DATE)

1. DEBTOR

Name William R. & Joan E. Lewis

Address 108 Congressional Drive, Stevensville, MD 21666

2. SECURED PARTY

Name Horizon Financial, F.A.

Address 1800 Byberry Road, 1100 Masons Mill Business Park

Huntingdon Valley, PA 19006

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
#560300 0777 R03 T10:51
01/18/90
H. EGLE SCHAFER
HA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) April 15th, 2001

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Dated January 8th, 1990

1/8/90

Karen L. Kannengieszer
(Signature of Secured Party)

Karen L. Kannengieszer, A.V. President
Type or Print Above Name on Above Line

279725

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s): Vernon Hardesty Address(es): 602 California Terrace
Phyllis Hardesty Gambrills, Maryland 21054

6. Secured Party: Maryland National Bank Address: Department: AARU
 Attention: Lisa Edwards Post Office Box 987, Mailstop 500-270
 Baltimore, Maryland 21203
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all rights in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Bucyrus Erie 30B Crain, Serial Number 129034

Debtor: Vernon Hardesty and Phyllis Hardesty Secured Party: Maryland National Bank

By: Vernon Hardesty (Seal)
 Type name and title, if any
Vernon Hardesty

By: Deborah N. Wicker (Seal)

By: Phyllis Hardesty (Seal)
 Type name and title, if any
Phyllis Hardesty

Deborah N. Wicker, Business Banking Officer
 Type name and title

MARYLAND NATIONAL BANK

Handwritten initials/signature

Mail To:
 Maryland National Bank
 Attn: AARU
 1700 ...
 Annapolis, Maryland 21403

RECORD FEE 12.00
 RECORD TAX 175.00
 POSTAGE .50
 #560330 8777 K03 T10:53
 01/18/90
 SCHAFFER
 MARYLAND CIRCUIT COURT

279726

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:
(1) Debtor(s) (Last Name First) and Address(es): E.A. & J.O. Crandell Inc. 715 Crandell Road West River MD 20778 M-34374	(2) Secured Party(ies) (Name(s) And Address(es): Alban Tractor Co Inc P.O. Box 9595 Baltimore MD 21237	RECORDED FEE 11.00 POSTAGE .50 #560310 DT77 R03 T10:52 01/18/90 For Filing Officer H. ERLE SCHAFER AA CO. CIRCUIT COURT
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	

(5) This Financing Statement Covers the Following types [or items] of property.

one (1) Used Caterpillar Dump Truck D25C S/N: 9YC00626

NOT SUBJECT TO RECORDATION TAX

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) MD
 E.A. & J.O. Crandell Inc Secured Party(ies) [or Assignees]

Charles A. Crandell-Treasurer

(By) *Charles A. Crandell Treasurer*

Standard Form Approved by N.C. Sec. of State and other states shown above.

Alban Tractor Co Inc

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

105

UCC-1

550 499

279727

TO FILING OFFICER: After this Financing Statement has been recorded, please return to:

John P. Evans, Esquire
Whiteford, Taylor & Preston
500 Court Towers
210 W. Pennsylvania Avenue
Baltimore, Maryland 21204

To Be Recorded In The Land
Records And The Financing
Statement Records of Anne
Arundel County, Maryland
And In The Financing
Statement Records Of The
State Department Of
Assessments And Taxation

Subject To
Recording Tax On Principal
Amount of \$330,000.00 Which
Recording Tax Was Paid To
The Clerk Of The Court Of
Anne Arundel County, Maryland
Upon The Recordation Of A
Deed Of Trust

FINANCING STATEMENT

1. Debtor: CHESAPEAKE BAPTIST CHURCH
585 Old Oak Road
Severn, Maryland 21144
Attention: BARNEY L. LYON,
Pastor
2. Secured Party: PROVIDENT BANK OF MARYLAND
114 East Lexington Street
Baltimore, Maryland 21202
Attention: RIDGELY E. MILLER,
Vice President

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party, to the extent of all of the Debtor's right, title and interest, in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators,

RECORDING FEE 21.00
POSTAGE .50
TW
01/18/90
H. ERLE SCHAFER
AN ANNE ARUNDEL COUNTY

2100
52

stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the real property described below or any lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.

- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot of ground and improvements thereon generally being that parcel of real property located at 585 Old Oak Road, Anne Arundel County, Maryland 21144, and being more particularly described in a Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.

(signatures continued)

DEBTOR:

CHESAPEAKE BAPTIST CHURCH,
a Maryland religious corporation

By: Barney L. Lyon (SEAL)
BARNEY L. LYON,
Pastor and Chairman of
Board of Trustees

DATE: January 2, 1990

SECURED PARTY:

PROVIDENT BANK OF MARYLAND,
a Maryland banking corporation

By: Ridgely E. Miller (SEAL)
RIDGELY E. MILLER
Vice President

j evans/kag/real estate/VIRGO1
provident/chesapeake
dot f/s

EXHIBIT "A"

Beginning for the same at a stone, heretofore set at the end of the 5th or N 9 1/4° E-20 perch line of the 2nd parcel of land of a deed from Lewis and Augusta Knopp to William and Gladys Knopp, et al, dated October 18, 1938, and recorded among the Land Records of Anne Arundel County in Liber FAM189 Folio 331; thence, running with and binding on the 6th and 7th lines of the aforesaid deed, 1) S 48° 34' 16" E-841.51 feet to a point; thence, 2) S 11° 19' 51" W-656.33 feet to a stone, heretofore set at the end of the 5th or N 76° E-1957 feet line of Parcel 1 of the aforementioned deed from Knopp to Knopp; thence, running with and binding on part of said 5th line, 3) N 69° 08' 38" E-708.88 feet to a point at the Westernmost end of a right-of-way (30 wide) now known as Old Oak Road as granted and conveyed by William Knopp, et al, to The County Commissioners of Anne Arundel County dated July 9, 1946, and recorded among the Land Records of Anne Arundel County in Liber JMH 369 folio 147; thence, running with said Old Oak Road, 4) S 20° 51' 22" E-15.00 feet to a point; thence, 5) N 69° 08' 38" E-546.96 feet to a pipe, now set; thence, leaving said Old Oak Road by the following line of division as now agreed to as the line of division between the property of Louis Knopp et al dated August 9, 1965, and recorded among the Land Records of Anne Arundel County in Book 1889, page 48 and the property of William and Gladys Knopp dated January 14, 1950, and recorded among the Land Records of Anne Arundel County in Liber 555, page 240, 6) S 00° 17' 00" W-822.42 feet to a pipe, now set, at the northeasternmost corner of a parcel of land from Louis Knopp, et al to the State of Maryland dated August 22, 1979, and recorded among the Land Records of Anne Arundel County in Liber 3308 Page 759; thence, running with and binding on said parcel of land by the following four courses and distances, 7) N 86° 28' 18" W-164.49 feet to a point; thence, 8) N 74° 31' 40" W-190.56 feet to a point; thence, 9) N 71° 31' 42" W-127.83 feet to a point; thence, 10) N 83° 10' 57" W-963.41 feet to a point at the end of the 5th or S 71° 03' 59" E-1258.38 feet line of a deed from Louis and Etta Knopp to The State of Maryland dated August 22, 1979, and recorded among the Land Records of Anne Arundel County in Liber 3308, page 766; thence, running reversely with and binding on the 5th and 4th line of said last mentioned deed, 11) N 71° 03' 59" W-1258.38 feet to a point; thence, 12) N 00° 11' 00" E-547.23 feet to a point; thence, leaving said last mentioned conveyance from Knopp to the State of Maryland, 13) N 00° 11' 00" E-12.33 feet to a point in and on the 7th or N 61° 56' 59" W-857.96 feet line of a deed from Marvin Anderson to the State of Maryland dated May 13, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3592, page 391; thence, running reversely with and binding on part of said 7th line and all of the 6th, 5th, 4th, 3rd and 2nd of said last mentioned deed, 14) S 61° 56' 59" E-7.08 feet to a point; thence, 15) S 76° 10' 32" E-212.03 feet, to a point; thence, 16) N 69° 54' 01" E-230.00 feet to a point; thence, 17) S 81° 52' 00" E-127.80 feet to a point; thence, 18) N 79° 03' 35" E-341.58 feet to a point; thence, 19) N 8° 03' 46" E-337.53 feet to the Place of Beginning. Containing 43.830 Acres of land more or less.

Together with the Right of Way Agreement dated July 14, 1988 and recorded among the Land Records of Anne Arundel County in Liber 4683, folio 156 by and between James L. Johnson and Naomi Pearl Johnson, his wife, and Chesapeake Baptist Church.

BEING the same lot of ground as described in a Deed dated February 29, 1988, and recorded among the Land Records of Anne Arundel County in Liber 4576, folio 493 from Albert L. Knopp to Chesapeake Baptist Church.

To Be Recorded In The Land
Records And In The Chattel
Records Of Anne Arundel
County And In The Financing
Statement Records Of The
State Department Of
Assessments And Taxation.

Not Subject To Recording Tax.
The Debtor Is A Guarantor.

550 PAGE 504

279728

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **DEBTOR:** **GREENBRIAR OFFICES LIMITED PARTNERSHIP**
Clock Tower Place
1410 Forest Drive, Suite 30
Annapolis, Maryland 21403
Attention: Robert Libson

2. **SECURED PARTY:** **PROVIDENT BANK OF MARYLAND**
114 East Lexington Street
Baltimore, Maryland 21201
Attention: Parker F. Heckner,
Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
 - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof (exclusive of any inventory held for sale or resale by the Debtor), now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property (hereafter, the "Real Property"), including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and

22

doors, pictures, sculptures, awnings and shades, signs and shrubbery.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor and located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property or any leasing of space in the Real Property.
- d. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), whether or not extracted from the Real Property.
- e. All rights, benefits, profits, deposits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to the Real Property or the lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof, and the right to utilize any collection or enforcement rights or remedies to collect the same which may be available to the Debtor thereunder or under any law.
- f. All of the proceeds of the voluntary or involuntary conversion of the Real Property or the personal property described in the below referred to Indemnity Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to all or any portion of the Real Property, together with the right to collect such rents, profits and benefits at any time and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any such lease.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, with respect to any contract of sale for all or any portion of the Real Property, together with the right to collect the same and to utilize any collection or enforcement rights or remedies which may be available to the Debtor under law or any contract of sale.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property, which is the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in an Indemnity Deed of Trust of even date herewith and recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the Real Property. Exhibit A attached hereto consists of One page(s).
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

GREENBRIAR OFFICES LIMITED PARTNERSHIP,
A Maryland Limited Partnership

By: GBO INC., a Maryland Corporation,
General Partner

Cynthia L. Spell

By: *Robert Libson* (SEAL)
Robert Libson,
President

Dated: January 17, 1990

FILED
530
JAN 17 1990

TO FILING OFFICER: After this Statement has been recorded, please
return to:

Lars A. Carlsten
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) 8834

EXHIBIT A

LEGAL DESCRIPTION

BOOK 550 PAGE 508

BEGINNING for the parcel of land at a point on the southeasterly right of way line of Bywater Road, said point also being on and North 41° 29' 30" East, 32.00 feet from an iron bar found at the beginning point of the first deed line in Book 3890, page 639, then with Bywater Road and the outlines of the said deed as now surveyed by McCrone, Inc. in the City of Annapolis Datum,

1. North 41° 29' 30" East 437.41 feet to a point of curvature, then binding
2. 81.35 feet along the arc of a curve to the right having a radius of 50.00 feet, a chord bearing and distance of North 88° 06' 10" East 72.67 feet and a delta of 93° 13' 30", to an iron bar found on the southwesterly right of way line of Forest Drive, Maryland State Route 665 as shown on State Roads Plats 19872 and 23468, then with Forest Drive and the outline of said Deed
3. South 45° 17' 00" East 281.79 feet to a point of curvature, then binding
4. 447.55 feet along the arc of a curve to the left having a radius of 11, 527.16 feet, a chord bearing and distance of South 48° 14' 40" East 447.50 feet, and a delta of 02° 13' 28" to a point of reversed curvature, then leaving the right of way of Forest Drive
5. 64.52 feet along the arc of a curve to the right having a radius of 50.00 feet a chord bearing and distance of South 12° 23' 17" East 60.14 feet and a delta of 73° 56' 14", to a point on the northwesterly right of way line of Greenbriar Lane, then with Greenbriar Lane and the outline of the said Deed
6. South 24° 34' 50" West 61.26 feet to a point, then binding
7. South 44° 34' 50" West 90.49 feet to the easterly most point of a plat of subdivision entitled "GREENBRIAR", and recorded in the below mentioned Land Records in Plat Book 48, at folio 003, then leaving the said Greenbriar Road and with the outlines of the said Plat of Subdivision and the said deed
8. North 48° 30' 30" West 294.67 feet to a iron bar found, point, then binding
9. South 41° 29' 30" West 285.00 feet to a point, being North 41° 29' 30" East 34.00 feet from an iron bar found at the end of the South 41° 29' 30" West 319.00 foot deed line of the said deed, then leaving the said deed line to cross and include part of the said deed, and being also the easterly or South 48° 30' 30" East 548.30 foot deed line of Schedule "A", in a deed to Leon R. Levitsky, in Liber 3366, page 516
10. North 48° 30' 30" West 548.50 feet to the point of beginning; containing a computed area of 313,930 square feet or 7.2068 acres of land, more or less.

TOGETHER WITH the use in common with others thereto of an Easement and Right of Way for ingress and egress described in a Deed dated November 11, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3366, folio 516.
6:003:RC

To Be Recorded In The Chattel
Records Of Anne Arundel
County And In The Financing
Statement Records Of The
State Department Of
Assessments And Taxation.

Not Subject To Recording Tax.

FINANCING STATEMENT
(Maryland-U.C.C.-1)

1. **DEBTOR:** **GBO INC.**
Clock Tower Place
1410 Forest Drive, Suite 30
Annapolis, Maryland 21403
Attention: Robert Libson

2. **SECURED PARTY:** **PROVIDENT BANK OF MARYLAND**
114 East Lexington Street
Baltimore, Maryland 21201
Attention: Parker F. Heckner,
Vice President

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the Debtor's interest in the following:
 - (a) All of the Debtor's right, title and interest in and to, and remedies under, that certain Loan and Security Agreement of even date herewith (hereafter, the "Loan Agreement"), by and among the Debtor, the Secured Party, and Greenbriar Offices Limited Partnership, a Maryland limited partnership (hereafter, "Greenbriar"), including, but not limited to, any and all collateral and security referred to therein.
 - (b) All of the Debtor's right, title and interest in and to any remedies under that certain Junior Promissory Note of even date herewith (hereafter, the "Junior Note"), from Greenbriar to the order of the Debtor, in the principal amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00).
 - (c) All sums payable to Greenbriar, or by any guarantor of Greenbriar, to the Debtor under the Junior Note and pursuant to the Loan Agreement, or by virtue of any guaranty thereof, including, but not limited to, principal, interest, late charges, fees, default interest, commitment fees, or any monies realized from the sale of any security for the loan from the Secured Party to the Debtor in the principal sum of up to One Million Six Hundred Thousand Dollars (\$1,600,000.00).

(d) All of the Debtor's right, title and interest in and to all monies and securities which are at any time or from time to time on deposit with the Secured Party.

(e) All of the Debtor's right, title and interest in and to, and remedies under, any other construction loan documents executed by or on behalf of Greenbriar in connection with the Junior Note.

(f) All right, title and interest in and to all remedies with respect to any and all other property, of every description and nature, from time to time conveyed, pledged, assigned or transferred, as additional security hereunder, by or on behalf of the Debtor to the Secured Party.

The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

DEBTOR:

GBO INC.,
A Maryland Corporation

Cynthia L. Spell

By: Robert Libson (SEAL)
Robert Libson,
President

Date: January 17, 1990

BOOK -550 PAGE 510-A

TO FILING OFFICER: After this Statement has been recorded, please return to:

Beth Solley Beatty
Legal Assistant
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LAC) 8834

C:/WHO/9091.FS1
01/5/90

Page 3 of 3 Pages

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF
 NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO * \$ 103,000.00

FINANCING STATEMENT

1. Debtor(s): Kevin A. Jones and Associates, Incorporated
 Name or Names—Print or Type
Unit 115, 40 Hudson Street, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

Kevin A. Jones
 Name or Names—Print or Type
4805 College Ave. College Park, MD 21740
 Address—Street No., City - County State Zip Code

2. Secured Party: Ronald J. Trivane
 Name or Names—Print or Type
107 Summers Run, Annapolis, MD 21401
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Inventory	Hand & electric tools	Ladders
Display cases & racks	File cabinet	Leafblower
Television	Cash register	Hose
VCR	Work bench	
TV and VCR stand	Simulator (Sailboard)	

4. If above described personal property is to be affixed to real property, describe real property.

Unit 115, 40 Hudson Street, Annapolis, MD 21401

RECORD FEE 13.00
 POSTAGE .50
 279730 (055) 002 11:38
 01/18/70
 H. ERLE SCHAFER
 AA CO. CIRCUIT COURT

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Kevin A Jones
(Signature of Debtor)

Kevin A. Jones and Associates, Incorporated (Company, if applicable)
Type or Print

Kevin A Jones
(Signature of Debtor)

Ronald J. Trivane
(Signature of Secured Party)

Kevin A. Jones
Type or Print

Ronald J. Trivane
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Dennis R. Robin, Attorney At Law, 150 South Street, Annapolis, MD 21401

Lucas Bros. Form F-1

* This Financing Statement, together with one other Financing Statement, secure two (2) notes executed in favor of the Seller on the sale of a business. The combined amount of the notes is \$116,724.00. The security agreements which are recorded and perfected by the filing of these statements secure interests in tangible personal property, other than inventory, only in the amount of \$2,280.00. The remaining interests secured and hereby perfected are in inventory and in contract rights, general intangibles, and accounts, none of which are subject to recordation tax. Moreover, since the entire sum for both security interests is attributable to an interest taken by a Seller of collateral to secure part of its price, the entire amount is exempt from the recordation tax. See Section 12-108(k)(1),(2) and (4) of the Tax Property Article.

1300

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 13,724.00

FINANCING STATEMENT

1. Debtor(s):

Kevin A. Jones and Associates, Incorporated
Name or Names—Print or Type

Unit 115, 40 Hudson Street, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

Kevin A. Jones
Name or Names—Print or Type

4805 College Ave., College Par, MD 20740
Address—Street No., City - County State Zip Code

2. Secured Party:

Ronald J. Trivane
Name or Names—Print or Type

107 Summers Run, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- | | | |
|-----------------------|-----------------------|------------|
| Inventory | Hand & electric tools | Ladders |
| Display cases & racks | File cabinet | Leafblower |
| Television | Cash register | Hose |
| VCR | Work bench | |
| TV and VCR stand | Simulator (Sailboard) | |

4. If above described personal property is to be affixed to real property, describe real property.

Unit 115, 40 Hudson Street, Annapolis, MD 21401

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Kevin A. Jones
(Signature of Debtor)

Kevin A. Jones and Associates, Incorporated
Type or Print (Company, if applicable)

Kevin A. Jones
(Signature of Debtor)

Ronald J. Trivane
(Signature of Secured Party)

Kevin A. Jones
Type or Print

Ronald J. Trivane
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Dennis R. Robin, Attorney At Law, 150 South Street, Annapolis, MD 21401

Lura Bros. Form F-1

* This Financing Statement, together with one other Financing Statement, secure two (2) notes executed in favor of the Seller on the sale of a business. The combined amount of the notes is \$116,724.00. The security agreements which are recorded and perfected by the filing of these statements secure interests in tangible personal property, other than inventory, only in the amount of \$2,280.00. The remaining interests secured and hereby perfected are in inventory and in contract rights, general intangibles, and accounts, none of which are subject to recordation tax. Moreover, since the entire sum for both security interests is attributable to an interest taken by a Seller of collateral to secure part of its price, the entire amount is exempt from the recordation tax. See Section 12-108(k)(1),(2) and (4) of the Tax Property Article.

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RECORDING FEE 13.00
POSTAGE .50
REGISTERED OFFICE NO. 113436
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

279732

BOOK 550 PAGE 513

[] RECORD: Maryland State Department of Assessments and Taxation

RECORD: Financing Statement (Chattel) Records
Anne Arundel County, Maryland

December 15, 1989

Not subject to Recordation Tax

RECORD FEE 17.00
POSTAGE .50
#448230 0055 R02 7/15/12
01/19/90
H. EARLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. DEBTOR: LOIS BOSSE

ADDRESS: P. O. Box 243
Arnold, Maryland 21012

2. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

ADDRESS: 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

3. This Financing Statement covers all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the following types (or items) of property:

(a) the beds of the ways, streets, avenues and alleys adjoining the land described in that certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date herewith from the Debtor to William E. Thompson and Mary C. Swain, as trustees (the "Deed of Trust"), as recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

1700
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(b) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said Property, including any homestead or other claim at law or in equity, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

(c) all buildings and improvements of every kind and description now or hereafter owned by the Debtor and now or hereafter erected or placed on the Property (collectively, the "Improvements"), and any and all leases, rents and profits to be derived therefrom, and all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of the Improvements, and all fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with said Property, including, but not limited to, all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; and

(d) all policies of insurance obtained or maintained by the Debtor insuring the Property, the Improvements, and all fixtures, equipment and appliances now or hereafter upon said Property, and the rents thereof, against loss and damage by fire and the perils covered by extended coverage insurance and any other risks (including, without limitation, public liability and property damage insurance); and

(e) all leases, written or oral, and all agreements for use and occupancy of any portion of the Property or any of the Improvements, together with any and all extensions and renewals thereof and any and all further leases, lettings, or agreements, including subleases thereof and tenancies following attornment, together with the immediate and continuous right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including the period of redemption,

if any) become entitled or may demand or claim, arising or issuing from or out of any of said leases or subleases or from or out of the Property or any of the Improvements; and

(f) all present and future accounts, contract rights, general intangibles, chattel paper, documents and other personalty included in the Property or any of the Improvements; and

(g) all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any part of the Property or any of the Improvements or any easement or any appurtenances thereto, including severance and consequential damages and change in grade of any street.

4. This Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds and products of all collateral are covered by this Financing Statement.

WITNESS:

DEBTOR:

Andrea Gantz

Lois Bosse
Lois Bosse, individually

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

0030891
3121489j1h
fs-lois

BOOK 550 PAGE 516

BEING KNOWN AND DESIGNATED as Lots 5, 7, 8 and 9 as shown on a Plat entitled, "Resubdivision of Lots 5, 7, 8 and 9 of Elvaton Park (Plat Book 3, folio 21), WATERFORD PLAZA", as recorded among the Land Records of Anne Arundel County at Plat Book 76, folio 31.

BEING a part of the property which by Deed dated October 20, 1985 and recorded among the Land Records of Anne Arundel County at Liber 4021, folio 541 was granted and conveyed by James J. Mandrin and Ruth E. Mandrin to Ruth E. Mandrin.

Exhibit "A"

(Property Description)

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202

3892228

550 517

279733

[] RECORD: Maryland State Department of Assessments and Taxation

~~X~~ RECORD: Financing Statement (Chattel) Records
Anne Arundel County, Maryland

December 5, 1989

Not subject to Recordation Tax



RECORD FEE 17.00
POSTAGE .50
#668240 0055 802 115113
01/18/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

FINANCING STATEMENT

1. DEBTOR: JAMES F. BOSSE

ADDRESS: P. O. Box 243
Arnold, Maryland 21012

2. SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

ADDRESS: 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department

3. This Financing Statement covers all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all of the following types (or items) of property:

(a) the beds of the ways, streets, avenues and alleys adjoining the land described in that certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date herewith from the Debtor to William E. Thompson and Mary C. Swain, as trustees (the "Deed of Trust"), as recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said land being more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

1706
1/18

(b) all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to said Property, including any homestead or other claim at law or in equity, as well as any after-acquired title, franchise or license and reversion and reversions and remainder and remainders thereof; and

(c) all buildings and improvements of every kind and description now or hereafter owned by the Debtor and now or hereafter erected or placed on the Property (collectively, the "Improvements"), and any and all leases, rents and profits to be derived therefrom, and all materials now or hereafter owned by the Debtor intended for construction, reconstruction, alterations and repairs of the Improvements, and all fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with said Property, including, but not limited to, all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, refrigerators, dishwashers, awnings, shades, screens, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; and

(d) all policies of insurance obtained or maintained by the Debtor insuring the Property, the Improvements, and all fixtures, equipment and appliances now or hereafter upon said Property, and the rents thereof, against loss and damage by fire and the perils covered by extended coverage insurance and any other risks (including, without limitation, public liability and property damage insurance); and

(e) all leases, written or oral, and all agreements for use and occupancy of any portion of the Property or any of the Improvements, together with any and all extensions and renewals thereof and any and all further leases, lettings, or agreements, including subleases thereof and tenancies following attornment, together with the immediate and continuous right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Debtor may now or shall hereafter (including the period of redemption,

if any) become entitled or may demand or claim, arising or issuing from or out of any of said leases or subleases or from or out of the Property or any of the Improvements; and

(f) all present and future accounts, contract rights, general intangibles, chattel paper, documents and other personalty included in the Property or any of the Improvements; and

(g) all awards and other compensation heretofore or hereafter to be made to the Debtor in any taking by eminent domain, or by deed in lieu thereof, either permanent or temporary, of all or any part of the Property or any of the Improvements or any easement or any appurtenances thereto, including severance and consequential damages and change in grade of any street.

4. This Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds and products of all collateral are covered by this Financing Statement.

WITNESS:

DEBTOR:

Audra Grantz

James F. Bosse
James F. Bosse, individually

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

0030891
5121489j1h
fs-james

BOOK 550 PAGE 520

BEING KNOWN AND DESIGNATED as Lots 5, 7, 8 and 9 as shown on a Plat entitled, "Resubdivision of Lots 5, 7, 8 and 9 of Elvaton Park (Plat Book 3, folio 21), WATERFORD PLAZA", as recorded among the Land Records of Anne Arundel County at Plat Book 76, folio 31.

BEING a part of the property which by Deed dated October 20, 1985 and recorded among the Land Records of Anne Arundel County at Liber 4021, folio 541 was granted and conveyed by James J. Mandrin and Ruth E. Mandrin to Ruth E. Mandrin.

Exhibit "A"
(Property Description)

COMMONWEALTH LAND TITLE
INSURANCE COMPANY
15th Floor
World Trade Center
Baltimore, Maryland 21202
3892228

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOOD SAILMAKERS (U.S.A.), INC.
Address 200 High Point Avenue, Portsmouth, RI 02871

2. SECURED PARTY

Name UNITED STATES TRUST COMPANY
Address 30 Court Street, Boston, MA 02108

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

A continuing security interest in any and all accounts, general intangibles, chattel paper, documents, inventory, equipment and goods (as those terms are defined in Article 9 of the Uniform Commercial Code) including, without limitation, the property listed on Schedule A attached hereto.

Name and address of Assignee

RECORDATION TAX IN THE AMOUNT OF _____, HAS BEEN PAID TO CLERK OF CIRCUIT COURT ANNE ARUNDEL COUNTY, ON DECEMBER _____, 1989.

Filed with Clerk of Circuit Court, Anne Arundel County

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HOOD SAILMAKERS (U.S.A.), INC.

By: [Signature]
(Signature of Debtor)

JOHN T WOODHOUSE III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

UNITED STATES TRUST COMPANY

By: [Signature] Loan Officer
(Signature of Secured Party)

MICHAEL D. O'NEILL

Type or Print Above Signature on Above Line

RECORD FEE 17.00
RECORD TAX 21.00
POSTAGE .50
#668470 0237 R02 T09:47
01/19/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

17.00
21.50

Uniform Commercial Code Financing Statement (continued)
Page Two

Debtor:	Secured Party:
Hood Sailmakers (U.S.A.), Inc. 200 High Point Avenue Portsmouth, RI 02871	United States Trust Company 30 Court Street Boston, MA 02108

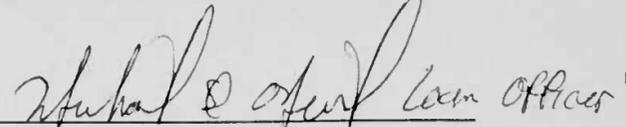
SCHEDULE A

A continuing security interest in all accounts and accounts receivable, contracts, contract rights, general intangibles, instruments, documents, chattel paper, all obligations in whatever form owing to Debtor, and all rights in the merchandise or services which gave rise to any of the foregoing, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to Debtor, and in the proceeds thereof, and in all goods including (a) all inventory, including raw materials, work in process, and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, wherever located, whether now existing or hereafter arising, now or hereafter received by or belonging to Debtor, and in the proceeds and products thereof; and (b) all machinery, equipment, furnishings, fixtures, and other tangible personal property (with all accessions thereto) used or bought for use primarily in business, wherever located, whether now existing or hereafter arising, now or hereafter received by or belonging to Debtor, and in the proceeds and products thereof, including without limitation tax refunds and insurance proceeds on any of the foregoing.

Secured Party claims a security interest in all such property, wherever located, including, without limitation, that located at 616 Third Street, Annapolis, Maryland 21403.

DEBTOR:	SECURED PARTY:
HOOD SAILMAKERS (U.S.A.), INC.	UNITED STATES TRUST COMPANY

By: 
JOHN T. WOODHOUSE, III

By: 
MICHAEL D. O'NEILL

SCHEDULE _____

CERTIFICATE AS TO MARYLAND RECORDATION TAX COMPUTATION
WHEN COLLATERAL IS LOCATED IN TWO STATES, TWO COUNTIES
AND/OR INCLUDES EXEMPT COLLATERAL
(PURSUANT TO SECTIONS 12-105(a), 12-108 AND 12.110(b)
OF THE TAX-PROPERTY ARTICLE)

TO: Clerk, Circuit Court of Anne Arundel County (the "County")

RE: Loan in the original principal amount of \$ 750,000.00 from
United States Trust Company, individually and as agent for
the banks described in the Line of Credit Loan Agreement
dated as of January 29, 1987 among United States Trust Company
and the banks named therein, to
Hood Sailmakers (USA), Inc. which is secured by
property owned by Hood Sailmakers (USA), Inc.
(collectively, the "Debtors").

With respect to the Loan and the collateral for this Loan,
the security interest in which is being perfected by means of the
accompanying Financing Statement, the Debtors certify to the best
of their knowledge and information as follows:

- | | | |
|----|---|-----------------|
| 1. | Principal amount of debt secured by
the accompanying Financing Statement | \$ 750,000.00 |
| 2. | Fair market value of all collateral
for the Loan and security interest in
which is perfected by the Financing
Statement | \$ 3,070,000.00 |
| 3. | Fair market value of all collateral
for the Loan (the security interest in
which is perfected by the Financing
Statement) located outside the County | \$ 3,060,000.00 |
| 4. | Fair market value of exempt collateral
for the Loan that is located <u>within</u> the
County: | |
| | a. Inventory | \$ 0 |
| | b. Contract rights, general
intangibles and accounts | \$ 0 |
| | c. Farm products or equipment
used in farming operations | \$ 0 |
| | d. Vehicles and vessels | \$ 0 |
| 5. | Total fair market value of exempt
collateral (sum of a through d) | \$ 0 |

- 6. Fair market value of real property collateral located within the County \$ 0
- 7. Computation of Recordation Tax due to the County: \$
- a. Fair market value of all collateral subject to Recordation Tax (#2 minus #s 3 and 4) \$ 10,000.00

b. Computation of portion of debt that is subject to Recordation Tax in the County upon the filing of the instruments:

Total Debt Secured (#1 above)	x	Value of Nonexempt Collateral in the County (#7a above) Value of All Collateral (#2 above)	=	Portion of Debt Secured by the Instruments Taxable in the County
\$ 750,000.00	x	$\frac{10,000.00}{3,070,000.00}$	=	\$ 2443.00

c. Computation of Recordation Tax:

Portion of Debt Secured Taxable in the County (#7b above)	x	Rate of Recordation Tax in the County	=	Recordation Tax Payable
\$ 2,443.00	x	\$ 7.00 *	=	\$ 21.00

* The rate of \$7.00 is applied to each \$1,000 or fraction thereof (e.g., if the principal amount of the debt secured is \$501 and the rate is \$2.20 per \$500 then the tax due on the instrument is a full \$4.40).

[Hood Sailmakers (USA), Inc.]

By: John T. Woodhouse, III
Its President

[Hood Sailmakers (USA), Inc.]

By: Melmoth Davis
Its Secretary

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

Financing Records of A. A. Co.
This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement
Date of Filing
Maturity date (if any)
Record Reference 508/252

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	
Chesapeake Paints, Inc.	902-904	West Street,	Annapolis,	Md. 21401	
					RECORD FEE 10.00 POSTAGE .50 #560730 0777 R03 T10:35 01/19/90

Name of Secured Party or assignee	No.	Street	City	State	
Farmers National Bank of Maryland	5	Church Circle,	Annapolis,	Md. 21401	
					H. ERLE SCHAFER COURT

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO: MAHIS, WILKINSON, SIDER & GOLDSBOROUGH
P. O. Box 1911
Annapolis, MD 21404

Debtor(s) or assignor(s)

_____ Farmers National Bank of Maryland
By: _____ (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

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2

FNI.519

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1025 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

Financing Records of A. A. Co.
This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement

Date of Filing
Maturity date (if any)

Record Reference 506/89

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Chesapeake Paints, Inc.		429 Benfield Road,	SEVERNA Park,	Md.
			21146	

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Farmers National Bank of Md.		5 Church Circle,	Annapolis,	Md. 21401

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO: MAHIS, WILKINSOII, GINDER & GOLDBECKROUGH
P.O. Box 131
Annapolis, MD 21404



RECORD FEE 10.00
POSTAGE .50
#560740 0777 R03 T10:35
01/19/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Debtor(s) or assignor(s)

(Type or print name under signature)

Farmers National Bank of Maryland
By: _____ (Seal)

(Corporate, Trade or Firm Name)

Laura D. Oake

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

10
2

FNI. 519

FINANCING STATEMENT

279737

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): John W. Koons, Jr.
 Address: JKJ Chevrolet, Inc.
 2000 Chain Bridge Road
 Vienna, Virginia 22180

2. Name of Secured Party: Eleanor A. Koons
 Address: 6618 Van Winkle Drive
 Falls Church, Virginia 22044

3. This Financing Statement covers the following types (or items) of property:
 See Schedule "A" Attached

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become *fixtures*—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
 The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):

[Signature]

 John W. Koons, Jr.

Secured Party:

By: *[Signature]*

 Eleanor A. Koons

 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Mail to: Philip D. Hale, Esq.
 Bald and Hale
 192 Duke of Gloucester St.
 Annapolis, MD 21401

12

SCHEDULE "A"

16.875% interest, Koons Plaza Development Co.,
a Virginia General Partnership

22.5% interest, Koons Leasing Development Co.,
a Virginia General Partnership

5% present interest and a 20% remainder interest,
Falls Church Garage Leasing Co.,
a Virginia General Partnership

20% interest, Koons Development Co.,
a Florida General Partnership

TO BE RECORDED AMONG THE **BOOK 550 PAGE 529**
FINANCING RECORDS **279738**

THIS TRANSACTION IS SUBJECT TO
RECORDATION TAXES ON THE AMOUNT
OF \$ 91,500.00, WHICH HAVE
BEEN PAID TO THE CLERK OF THE
CIRCUIT COURT OF A.A. CO.

FINANCING STATEMENT

1. DEBTOR(S) INDIAN ECHO CONSTRUCTION INC.
728 LaRue Road, Millersville, Maryland 21108

2. SECURED PARTY KEY FEDERAL SAVINGS BANK
7F Gwynns Mill Court, Owings Mills, MD 21117

3. This Financing Statement covers the following types of property:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. If the above personal property is to be affixed to real property, describe
real property
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

5. Proceeds of collateral are covered.

6. Products of collateral are covered.



RECORD FEE 11.00
POSTAGE .50
#669300 0237 R02 T14:38
01/19/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR(S):

INDIAN ECHO CONSTRUCITON INC.

BY: Cynthia G. Melocik, Pres

CYNTHIA G. MELOCIK, President

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO:
Dackman, Heyman, Engel & Dackman
2221 Maryland Avenue
Baltimore, Maryland 21218

11/30

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel Co, Maryland, which said parcel(s) are more fully described:

Lots 8 & 10 Avalon Shores

5595d
0108

550 531

279739

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

January 16, 1990

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland, as amended.

Debtor:

508 DIGIULIAN BOULEVARD
LIMITED PARTNERSHIP, a
Maryland limited partnership

Address:

3708 West Street
Landover, Maryland 20785

RECORD FEE 22.00
POSTAGE .50
#669460 0237 R02 T15:07

01/19/90
H. ERLE SCHAFFER
AA CO. CIRCUIT COURT

Secured Party:

SEQUOIA FEDERAL SAVINGS BANK,

4912 Del Ray Ave.
Bethesda, Maryland 20814

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Promissory Note dated April 4, 1989 in the amount of Three Hundred Thousand Dollars (\$300,000.00), as amended by the certain First Allonge to Note of even date herewith increasing the aggregate indebtedness to the amount of Six Hundred Fifteen Thousand Dollars (\$615,000.00), from Debtor, as Maker, payable to Secured Party (together, the "Note"). The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust, dated April 4, 1989, as amended by that certain Deed of Trust Extension and Modification Agreement of even date herewith (together, the "Deed of Trust"), made by Debtor, as Grantor, to James G. Tardiff and J. Paul McNamara, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2200

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other

rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not;

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop

drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises;

(c) All earnings, revenues, rents, issues, profits, avails, and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS/ATTEST::

DEBTOR:

508 DIGIULIAN BOULEVARD LIMITED PARTNERSHIP, a Maryland limited partnership

By: Design Concepts Corporation, a Maryland corporation, General Partner

Regina L. Korostoff
_____, Secretary

By: Robert DiGuilian
Robert DiGuilian, President

[CORPORATE SEAL]

TO THE FILING OFFICER: After this Security Agreement and Financing Statement has been recorded, please return the same to:

Jones, Day, Reavis & Pogue
1450 G Street, N.W.
Suite 700
Washington, D.C. 20005
Attn: Anne Crimmins

Being known and designated as Lot 2 of FRIENDSHIP AIRPARK, according to the Plats recorded in Plat Book 76, page 35, Plat Book 79, page 18 and Plat Book 24, page 10 and as shown in Deeds recorded in Liber 3189, folio 735, Liber 3189, folio 737, Liber 3382, folio 788 and in Liber 3191, folio 706 all recorded among the Land Records of Anne Arundel County, Maryland.

Being the same property conveyed to the Grantor herein by Deeds recorded in Liber 3189, folio 735, Liber 3189, folio 737 and Liber 3382, folio 788 among the Land Records of Anne Arundel County, Maryland.

RETURN TO:
Mid-Maryland Title Co., Inc.
79 West Street
Annapolis, MD 21401

TO BE RECORDED IN:

- Financing Records of the Maryland State Department of Assessments and Taxation
- X Financing Statement Records of Anne Arundel County, Maryland
- Financing Statement Records of Prince Georges County, Maryland

FINANCING STATEMENT - UCC-1

RECORD FEE 11.00
POSTAGE .50

1. NAME AND ADDRESS OF DEBTOR: The Debtor is Express Pizza Companies, Inc., a Maryland corporation, with operations at the following three (3) locations:

A. Store No. 115, Bay Ridge Plaza, Bay Ridge Road and Hillsmere Drive, Annapolis, Maryland 21403.

B. Suite No. 119, 14440 Cherry Lane Court, Laurel, Maryland 20707

C. Stores ¹³ B and C, Aquahart Plaza, Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTIES:

PIZZA EXPRESS OF ANNAPOLIS, INC.
314 Raussel Place
Severna Park, Maryland 21146

PIZZA EXPRESS OF GLEN BURNIE, INC.
314 Raussel Place
Severna Park, Maryland 21146

M.B.S. ENTERPRISES II, INC.
314 Raussel Place
Severna Park, Maryland 21146

ROBERT SHEIR
314 Raussel Place
Severna Park, Maryland 21146

3. This Financing Statement covers and the Debtor grants and conveys unto the Secured Parties a security interest in and to all of the Debtor's interest in the following:

All of Debtor's accounts receivable, present and future inventory of goods, wares and other merchandise, all of the Debtor's furniture, fixtures, equipment, inventory and all other items of personal property, whether tangible or intangible, wherever situate and whether now owned or hereafter acquired.

4. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

5. This transaction is X is not exempt from recordation tax. Subject to Recordation Tax on Principal Amount of \$42,500.00 PAID TO ASSESSMENTS & TAXATION - *D. Mellin*

DEBTORS:

EXPRESS PIZZA COMPANIES

By: *Anthony Kelly*, President

SECURED PARTIES:

PIZZA EXPRESS OF ANNAPOLIS, INC.

By: *Robert Sheir*
Robert Sheir, President

PIZZA EXPRESS OF GLEN BURNIE, INC.

By: *Robert Sheir*
Robert Sheir, President

M.B.S. ENTERPRISES II, INC.

By: *Robert Sheir*
Robert Sheir, President

Robert Sheir
Robert Sheir, Individually

AFTER RECORDATION, RETURN TO:

Michael J. Kandel, Esquire
KANDEL, FRANK & CHERNOW
6 Park Center Court, Suite 100
Owings Mills, Maryland 21117

6

279741

BOOK 550 PAGE 537

FINANCING STATEMENT

TO BE RECORDED IN:

NOT SUBJECT TO RECORDATION TAX

THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND

THE LAND RECORDS OF ANNE ARUNDEL COUNTY

THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

RECORD FEE 14.00
POSTAGE .50
#670100 0237 R02 T16:10
01/19/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. NAME AND ADDRESS OF DEBTOR: Chesapeake Realty Limited Partnership
1913 Mayfield Industrial Park
Odenton, Maryland 21113
- 2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland
c/o Office of Law
P.O. Box 1831
Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:

All building materials, supplies, machinery, fixtures, equipment, furniture, appliances, fittings, apparatus, and articles of personal property of every kind and nature whatsoever now or hereafter located or contained in or upon improvements located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached to and incorporated by reference in this Financing Statement, and used or usable in connection with any present or future use or operation of the real property or the improvements or any part thereof by Debtor, whether now owned or hereafter acquired by Debtor, together with all replacements and substitutions therefore and all products and proceeds thereof.

ATTEST:

Shelley M. Gross-Wade
Shelley M. Gross-Wade
Shelley M. Gross-Wade

DEBTOR:

James R. Anderson (SEAL)
James R. Anderson, General Partner
David J. Anderson (SEAL)
David J. Anderson, General Partner
William J. Anderson (SEAL)
William J. Anderson, General Partner

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan, Senior Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.

1400
50

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled "MAYFIELD INDUSTRIAL PARK," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 99, folio 7.

BEING the same property which by Deed dated August 4, 1989, and recorded among the Land Records of Anne Arundel County, Maryland at Liber HES 4909, folio 352, was conveyed from Betson Avenue Associates, a Maryland general partnership, to Chesapeake Realty Limited Partnership, a Maryland limited partnership.

7

279742

FINANCING STATEMENT

TO BE RECORDED IN:

THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND

THE LAND RECORDS OF ANNE ARUNDEL COUNTY AND

THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#670110 C237 R02 T16#11
01/19/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT



This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF PLEDGOR: Chesapeake Sprinkler Company, Inc. 1913 Mayfield Industrial Park Odenton, Maryland 21113

2. NAME AND ADDRESS OF SECURED PARTY: Anne Arundel County, Maryland Office of Economic Development Arundel Center, P.O. Box 1831 Annapolis, Maryland 21404

3. This Financing Statement covers the following types (or items) of property:

See Exhibit A

PLEDGOR: CHESAPEAKE SPRINKLER COMPANY, INC.

ATTEST:

Henry M. Gross-Wade

James R. Anderson (SEAL)
James R. Anderson, President

NOTICE TO FILING OFFICER: After recordation, please return to Patricia A. Logan, Senior Assistant County Attorney, Office of Law, P.O. Box 1831, Annapolis, Maryland 21404.

11.00
53



EXHIBIT A

DEBTOR: Chesapeake Sprinkler Company, Inc.
SECURED PARTY: Anne Arundel County, Maryland

1. Inventory. All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

2. Accounts. All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instructions and documents) both now and owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

3. General Intangibles. All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

4. Chattel Paper. All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods.

5. All Other Equipment and Fixtures. All of the Debtor's other equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accession now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property located at 1913 Mayfield Industrial Park, Odenton, Maryland 21113.

The term "proceeds" includes, without limitation, cash, checks, drafts, notes, chattel paper, open accounts and the proceeds of all insurance policies covering all or any part of such items of Collateral.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 274005

RECORDED IN LIBER 530 FOLIO 211 ON August 1, 1988 (DATE)

1. DEBTOR

Name Cox Creek Refining Company
Address 1000 Kembo Road, Baltimore, MD 21226

2. SECURED PARTY

Name Banco International, S.N.C., New York Agency
Address 45 Broadway Atrium, New York, New York 10006
Attention: Executive Vice President

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>E. TERMINATION STATEMENT <input checked="" type="checkbox"/> This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

Dated January 12, 1990

[Signature]
(Signature of Secured Party)
Anthony J. Cordello, SVP + Deputy

50-

BOOK 550 PAGE 542

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251131

RECORDED IN LIBER 471 FOLIO 250 ON 3/6/84 (DATE)

1. DEBTOR

Name MR. TIRE, INC.

Address 200 West Padonia Road, Timonium, MD

2. SECURED PARTY

Name DUNLOP TIRE CORPORATION

Address P.O. Box 405, Buffalo, NY 14240



RECORD FEE 10.00

POSTAGE .50

#561280 0777 R03 T09:46

Person And Address To Whom Statement Is To Be Returned If Different From Above.

01/22/90

H. ERLE SCHAFER

3. Maturity date of obligation (if any)

AA CO. CIRCUIT COURT

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>AMEND ORIGINAL FILING TO ALSO INCLUDE THIS LOCATION: 509 Ritchie Highway Severna Park, MD 21146</p>	

MR. TIRE, INC.

[Signature]
Dated 1-2-90

DUNLOP TIRE CORPORATION

[Signature]
(Signature of Secured Party)

Sr. Division Credit Mgr.
Type or Print Above Name on Above Line

1050

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279743

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Herb Rose, Incorporated
Address 545 Bay Hills Drive Arnold, MD 21012

2. SECURED PARTY

Name Textron Financial Corporation
Address Westminster Square Bldg., Providence, RI 02903

RECORD FEE 11.00
POSTAGE .50
#561500 0777 R03 T10:06
01/22/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) H. ERLE SCHAFFER

4. This financing statement covers the following types (or items) of property: (list) AA CO. CIRCUIT COURT

All goods (including equipment and inventory) wherever located, whether now owned or hereafter acquired by Debtor, produced or distributed by E-Z-Go Division of Textron, Inc., including but not limited to golf cars, utility vehicles, parts and accessories therefore; and proceeds of all of the foregoing.

Name and address of Assignee

"This UCC1 is filed in connection with a lease transaction and is filed for precautionary purposes only."

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

Anne Arundel County

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Herb Rose (Signature of Debtor)

Herb Rose, Incorporated
Type or Print Above Name on Above Line

(Signature of Debtor)

Herb Rose, Incorporated
Type or Print Above Signature on Above Line

Norma L. Pava, Esq. (Signature of Secured Party)

Textron Financial Corporation
Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

NO. 000 PAGE 044

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279748

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carl R. Ramey
Address 15 Wardour Drive, Annapolis, MD 21401

2. SECURED PARTY

Name The Central Trust Company, N.A.
Address 201 East Fifth Street, Cincinnati, OH 45202
Attn: Regional/Special Industries Division

RECORD FEE 11.00
POSTAGE .50
#561540 0777 R03 T10:09
01/22/90

Person And Address To Whom Statement Is To Be Returned If Different From Above. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit A.

Name and address of Assignee

Filed with Anne Arundel County Clerk of the Circuit Court.

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Carl R. Ramey

Carl R. Ramey
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Central Trust Company, N.A.

By: [Signature]
(Signature of Secured Party)

Its: Assistant Vice President

Type or Print Above Signature on Above Line

11.50

EXHIBIT A

Debtor's limited partnership interest in Legend Communications of Ohio Limited Partnership, a Maryland limited partnership ("Partnership") and all profits of and income from, returns of contributions of capital by, and repayments of debts and liabilities by the Partnership; all payments on account of the purchase of Debtor's interest in the Partnership upon his withdrawal, retirement, death, disability or otherwise; all distributions on dissolution of the Partnership; and all other moneys, funds and property payable or distributable to Debtor pursuant to the Partnership Agreement of the Partnership, as amended from time to time, and the proceeds thereof.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stuart F. Carwile

Address 311 Tucker Street, Annapolis, MD 21401

2. SECURED PARTY

Name The Central Trust Company, N.A.

Address 201 East Fifth Street, Cincinnati, OH 45202

Attn: Regional/Special Industries Division

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit A.

Name and address of Assignee



RECORD FEE 11.00
POSTAGE .50
#561550 0777 R03 T10*07
01/22/90

Filed with Anne Arundel County - Clerk of the Circuit Court

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stuart F. Carwile
(Signature of Debtor)

Stuart F. Carwile
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Central Trust Company, N.A.

By: *[Signature]*
(Signature of Secured Party)

Its: Assistant Vice President
Type or Print Above Signature on Above Line

1/25/90

EXHIBIT A

FORM 550 PAGE 547

Debtor's limited partnership interest in Legend Communications of Ohio Limited Partnership, a Maryland limited partnership ("Partnership") and all profits of and income from, returns of contributions of capital by, and repayments of debts and liabilities by the Partnership; all payments on account of the purchase of Debtor's interest in the Partnership upon his withdrawal, retirement, death, disability or otherwise; all distributions on dissolution of the Partnership; and all other moneys, funds and property payable or distributable to Debtor pursuant to the Partnership Agreement of the Partnership, as amended from time to time, and the proceeds thereof.

3589r/1

279746

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

6-66-299#738

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Hughes, Zillig & Wilson, P.A.
517 Benfield Road
Severna Park, Maryland 21146

2. Secured Party(ies) and address(es)

Dominion Bank of Maryland N.A.
191 MD RT #3, P.O. Box 300
Millersville, Maryland 21108

For Filing Officer (Date, Time, Number, and Filing Office)



RECORD FEE 11.00

#561560 0777 R03 T10:10

01/22/90

H. ERLE SCHAFER

4. This financing statement covers the following types (or items) of property:

- 1 Computer
- 1 Printer
- 1 Canon Facsimile

5. Assignee(s) of Secured Party Address(es)

APPEAL COURT

****NO RECORDATION TAX -- CONDITIONAL SALE****

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Hughes, Zillig & Wilson, P.A.

By:

Title: Ron Wilson Debtor(s)

Dominion Bank of Maryland N.A.

By:

Title: Jerry Duffy, Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

279743

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 6-66-296#989
3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Leonard, Collinson & Moore, Inc.
1641 Route 3 North, #207
Crofton, MD 21114

2. Secured Party(ies) and address(es)
Dominion Bank of Maryland, N.A.
P.O. Box 300
Millersville, MD 21108

For Filing Officer (Date, Time, Number, and Filing Office)



RECORD FEE 11.00
#561580 0777 R03 T10:11
01/22/90

4. This financing statement covers the following types (or items) of property:

(1) Brush Bandit 100 Serial #1561

NO RECORDATION TAX -- CONDITIONAL SALE

5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER
AA CO. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Leonard, Collinson & Moores, Inc.

Dominion Bank of Maryland, N.A.

By: [Signature]
James Leonard (Signature(s) of Debtor(s))

By: [Signature]
Jerry Duffy (Signature(s) of Secured Party)

Jerry Duffy, Vice President/Leasing Services

(1) Filing Officer Copy - Alphabetical

STANDARD FORM / FORM-UCC-1.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279749

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT.

1. ~~DEBTOR~~ Lessee:

Name J & S MILLER'S INC.

Address 5570 Shady Side Road, Churchton, MD 20733

2. SECURED PARTY Lessor:

Name Century Equipment Leasing Corporation

Address P.O. Box 157, Willow Grove, PA 19090

Return To

RECORD FEE 11.00

#561690 0777 R03 T10:1

01/22/91

Person And Address To Whom Statement Is To Be Returned If Different From Above. H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ben Pearson Lift #LMP7 43853

Name and address of Assignee
PRIME SAVINGS BANK
6425 Rising Sun Avenue
Philadelphia, PA 19111

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Joe Miller, President

J & S MILLER'S INC.
Type or Print Above Signature on Above Line

Asst. Secy.

(Signature of Secured Party)

Century Equipment Leasing Corporation

Type or Print Above Signature on Above Line



UNIFORM COMMERCIAL CODE
STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259233

RECORDED IN LIBER 491 FOLIO 497 ON November 18, 1985 (DATE)

1. DEBTOR

Name Anthony F. Zerhusen & Mary Angela Zerhusen
Address 838 Valentine View, Crownsville, MD 21032

2. SECURED PARTY

Name SECOND NATIONAL FEDERAL SAVINGS BANK, Formerly
SECOND NATIONAL BUILDING AND LOAN, INC.
Address Phillip Morris Drive & Route 50
Salisbury, MD 21801

RECORD FEE 10.00

Person And Address To Whom Statement Is To Be Returned If Different From Above .50

3. Maturity date of obligation (if any) December 1, 2015

#561720 CT77 R03 T10:21

01/22/90

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> Indicate whether amendment, termination, etc.) TERMINATION</p>



H. E. SCHAFFER
CIRCUIT COURT

Dated November 15, 1989

Debbie Bailey
(Signature of Secured Party)

Debbie Bailey, Vice President

Type or Print Above Name on Above Line

52341
K-1268/89

Anne Arundel

1562



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 279749

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cunningham Excavating, Inc.
Address 1073 St. Stevens Road Crownsville, MD 21032

2. SECURED PARTY

Name Bob Russell Equipment, Inc.
Address 200 Stonestreet Ave. Rockville, MD 20850

RECORD FEE 17.00
POSTAGE .50

Orix Credit Alliance, Inc. 500 DiGuilian Blvd. Glen Burnie, MD 21061

#561760 GTTT R03 T10#23
01/22/90

Person And Address To Whom Statement Is To Be Returned If Different From Above H. ERLE SCHAFER

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

ASSIGNEE OF THE SECURED PARTY:

Orix Credit Alliance, Inc.
P.O. Box 1680
500 DiGuilian Blvd.
Glen Burnie, MD 21061

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Cunningham Excavating, Inc.

Gloria Cunningham
(Signature of Debtor)

GLORIA CUNNINGHAM
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bob Russell Equipment, Inc.

Robert Russell, Pres.
(Signature of Secured Party)

ROBERT RUSSELL, PRES.
Type or Print Above Signature on Above Line

17-

50

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE

BOOK 550 PAGE 553

TO: **Bob Russell Equipment, Inc.** ("Seller") FROM: **Cunningham Excavating, Inc.** ("Buyer")
 200 Stonestreet Ave. Rockville, MD 20850 1073 St. Stevens Road Crownsville, MD 21032
(Address of Seller) (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Caterpillar Model 621B Scraper S/N 45P 1120 One (1) Caterpillar Model 815 Compactor S/N 91P247	(1) TIME SALES PRICE	\$ 166,378.00
	(2) Less DOWN PAYMENT in Cash	\$ 13,000.00
	(3) Less DOWN PAYMENT IN GOODS *(Trade-In Allowance)	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 153,378.00
Record Owner of Real Estate: _____		

*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
1073 St. Stevens Road **Crownsville** **Anne Arundel** **MD 21032**
(Street and Number) (City) (County) (State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of **One hundred fifty three thousand three hundred seventy eight & 00/100** Dollars (\$ **153,378.00**) being the above indicated Contract Price (hereinafter called the "time balance") in **36** successive monthly installments, commencing on the **12th** day of **February**, 19 **90**, and continuing on the same date each month thereafter until paid; the first **35** installments each being in the amount of \$ **4,260.50** and the final installment being in the amount of \$ **4,260.50** with interest from the date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of **-0-**% per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: **January 11,** 19 **90** BUYER(S)-MAKER(S):
 Accepted: **Bob Russell Equipment, Inc.** (SEAL) **Cunningham Excavating, Inc.** (SEAL)
(Print Name of Seller Here) (Print Name of Buyer/Maker Here)
 By: *[Signature]* By: *[Signature]*
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

2

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HEREWITH.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER: For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: _____, 19 _____

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 11, 1990

between Bob Russell Equipment, Inc., as Seller/Lessor/Mortgagee

and Cunningham Excavating, Inc. 1073 St. Stevens Road Crownsville, MD 21032
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 153,378.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 11th day of January, 19 90.

Bob Russell Equipment, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 26,615.70
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel

NAME	ADDRESS
1. Debtor(s)	Street City State
<u>MacQuilliam & Halle, Inc.</u>	<u>1651 Crofton Blvd., Suite 14, Crofton, MD 21114</u>

2. Secured Party: SOVRAN BANK/MARYLAND
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

* The Original Financing Statement, filed with Montgomery County in Liber 0438 Folio 594, Identifying No. 75369 on October 28, 1988 is transferred to Anne Arundel County and is to reflect a new address as described in Item #1 above.

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

<p>Secured Party: <u>SOVRAN BANK/MARYLAND</u></p> <p>By: <u><i>JMP</i></u></p> <p>Type Name <u>J. Michael Pitchford</u></p> <p>Title <u>First Vice President</u></p>	<p>Debtor(s) or Assignor(s)</p> <p><u>MACQUILLIAM & HALLE, INC.</u></p> <p>By: <u><i>SSH</i></u></p> <p><u>Stanley S. Halle, Secretary</u></p> <p>_____</p> <p>_____</p> <p style="text-align: center;">Type or Print Name and Title of Each Signature</p>
--	--

I certify under penalty of perjury that recordation tax in the amount of \$118.80 was paid to Montgomery County.

N 202 - 8421
R 386

JMP
Authorized Signature

RECORD FEE 11.00
 POSTAGE .50
 151788 2777 R03 T10:25
 01/22/90
 H. ERLE SCHAFER
 BALTIMORE CIRCUIT COURT

11
 .50

279745

2536(427) AA

MARYLAND FINANCING STATEMENT

BOOK 550 PAGE 557 UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ 1,263.50 on
Principal Amount of \$ 180,000.00 is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: A-A Recycle & Sand, Inc.
(Name or Names)
6931 Baltimore Annapolis Blvd; P.O. Box 412 Baltimore, Maryland 21227
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Signet Bank/Maryland
(Name or Names)
P.O. Box 22497 Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

RECORD FEE 11.00
RECORD TAX 1260.00
POSTAGE .50
#561800 DTYT R03 T10:27
01/22/90

4. This Financing Statement covers the following types (or items) of property:

CRUISER
One (1) Hazemag ^{APSE 1313} 1313, S/N 302710, with Pioneer 42" x 14' apron feeder, S/N AF42-56T, Pioneer 48" x 8' 2 1/2 deck mesabl with 2 under conveyors and side collecting conveyors, S/N 48-4B-1361, Powered by Cat 3408, S/N 67U10028, all mounted on tripple axle chassis with hydraulic leveling jacks.
H. ENLE SCHAFFER
AA CO. CIRCUIT COURT

RECORDATION TAX OF \$1,263.50 HAS BEEN PAID TO ANNE ARUNDEL COUNTY

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
A-A RECYCLE & SAND, INC.
By: *William G. Baugh*
(Title)
William G. Baugh
(Type or print name of person signing)

SECURED PARTY:
SIGNET BANK/MARYLAND
By: *J. D. Spiller*
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Signet Bank/Maryland
P.O. Box 22497 Baltimore, Maryland 21203

11-1260.5

PARTIES

Debtor name (last name first if individual) and mailing address:
JEFFREY J. PETIX
LOT # , HOLIDAY MOBILE EST.
JESSUP MD 20794 1

Debtor name (last name first if individual) and mailing address:
LOT # , HOLIDAY MOBILE EST.
JESSUP MD 20794 1a

Debtor name (last name first if individual) and mailing address:
1b

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:
MOBILE HOME ASSOCIATES
HOLIDAY MOBILE EST, CLARK ROAD
JESSUP MD 20794 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192 2a

Special Types of Parties (check if applicable):
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
 Debtor is a Transmitting Utility.
3

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):
a. acquired after a change of name, identity or corporate structure of the Debtor.
b. as to which the filing has lapsed.
c. already subject to a security interest in another county in Pennsylvania:
 when the collateral was moved to this county.
 when the Debtor's residence or place of business was moved to this county.
d. already subject to a security interest in another jurisdiction:
 when the collateral was moved to Pennsylvania.
 when the Debtor's location was moved to Pennsylvania.
e. which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)
(required only if box(es) is checked above):

MOBILE HOME ASSOCIATES
[Signature]

279716

FINANCING STATEMENT
Uniform Commercial Code Form UCC-1
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): **550** Date, Time, Filing Office (stamped by filing officer): **558**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):
 Secretary of the Commonwealth.
 Prothonotary of _____ County
 real estate records of _____ County
RECORD FEE 11.00
#561870 0775 803 710:30
01/22/90

Number of Additional Sheets (if any):
Optional Special Identification (Max. 10 characters): **H. ERLE SCHAFER 8**
COLLATERAL AA CO. CIRCUIT COURT

Identify collateral by item and/or type:
1990 HENDERSON
14 X 72 SERIAL# 3289NC AND INCLUDING
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES
THEREIN AND THERETO; INCLUDING BUT LIMITED TO THOSE
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT
OR INSTALLMENT LOAN AGREEMENT. "THIS FINANCING
STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR
THE STATE LAW EQUIVALENT STATUTE."
 (check only if desired) Products of the collateral are also covered. 9

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es)):
a. crops growing or to be grown on -
b. goods which are or are to become fixtures on -
c. minerals or the like (including oil and gas) as extracted on -
d. accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:
Street Address:
Described at: Book _____ of (check one) Deeds Mortgages, at Page(s) _____
for _____ County. Uniform Parcel Identifier _____
 Described on Additional Sheet.
Name of record owner (required only if no Debtor has an interest of record):
10

DEBTOR SIGNATURE(S)

Debtor Signature(s):
1 **JEFFREY J. PETIX**
1a *[Signature]*
1b 11

RETURN RECEIPT TO:
GREEN TREE ACCEPTANCE INC.
3062 PS BUSINESS CENTER
WOODBIDGE VA 22192
12

1100 00

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT
(Uniform Commercial Code - Secured Transactions)

279747

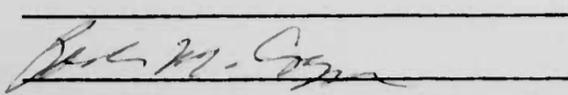
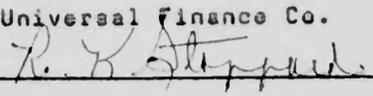
BOOK 550 PAGE 559

MARYLAND

This statement dated: October 3, 1989, is to be filed in the office:

Department of Assessments & Taxation Clerk, Circuit Court
Anne Arundel County

THIS STATEMENT IS IS NOT SUBJECT TO RECORDATION TAX.

1. File Number		Filing Date & Hour	
2. Check only one block indicating the type of statement:			
<input checked="" type="checkbox"/> Original Financing Statement	<input type="checkbox"/> Assignment		
<input type="checkbox"/> Continuation Statement	<input type="checkbox"/> Partial Release of Collateral		
<input type="checkbox"/> The original Statement is still in effect.	<input type="checkbox"/> Termination		
<input type="checkbox"/> Amendment			
3. Name and Address of Debtor: CMH INC. T/A Centurion/Cropp-Metcalfs Air Conditioning & Heating 512 N. Crain Hwy, Bay 23 Glen Burnie, MD 21061		4. Name and Address of Secured Party: Universal Finance Co. AA CO. CIRCUIT COURT P. O. Box 27285 Richmond, VA 23261	
5. Proceeds of collateral are covered <input checked="" type="checkbox"/>		6. Maturity date if less than 12 years.	
7. Description of the collateral covered by the original financing statement: Only products that are purchased from Automatic Equipment Sales.			
8. Space to record amendment, assignment, release of collateral, etc.			
9. Signature of Debtor CMH Inc. T/A Centurion/Cropp-Metcalfs Air Conditioning & Heating _____ Parish M. Cropp, Pres. 		10. Signature of Secured Party Universal Finance Co.  _____ _____ _____	

RECORD FEE 13.00
POSTAGE .50
#562060 DT77 R03 T10:44
01/22/90

101

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) DUNCAN, Carl dba / American Coffee Company INC. 259 Ullman Road Pasadena, MD 21122	2. Secured Party(ies) and address(es) VSA Inc. dba VSA Mid Atlantic 1226 Forest Parkway Paulsboro, NJ 08066	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #562130 DT77 R03 T10:50 01/22/90 5. Assignee(s) of Secured Party and Address(es) H. ERLE SCHAFER FIRESTONE FINANCIAL CORP. 38 Glen Avenue P.O. Box 789 Newton Centre, MA 02159
4. This financing statement covers the following types (or items) of property: See Attached Schedule A NOT SUBJECT TO RECORDATION TAX		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.
 Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Carl Duncan dba
American Coffee Company ~~INC.~~
 By: X Sandra Duncan
 Signature(s) of Debtor(s)

VSA dba VSA Mid Atlantic
 By: Karen Kaye Admin. Mgr.
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

SCHEDULE A

All of the equipment used in connection with the business known as American Coffee Company Inc. and located at 259 Ullman Road, Pasadena, MD 21122 without limiting the generality of same, the following equipment listed below, together with all after acquired coin operated equipment whether purchased new or in substitution or trade in.

1 KP3AF - Serial No. KP24665

10 RC2 - Serial Nos. 94123J, 94106J, 94082J, 94152J, 94109J, 94117J, 94049J, 94150J, 94086J, 94143J

17 RD3 - Serial Nos. RD3771J, RD3764J, RD3775J, RD3779J, RD3780J, RD3781J, RD3763J, RD3765J, RD3782J, RD3766J, RD3777J, RD3768J, RD3773J, RD3776J, RD3767J, RD3772J, RD3769J

2 RD3AF - Serial Nos. RF2500J, RF2501J

1 LP2AF - Serial No. LF2866J

Carl Duncan dba
American Coffee Company ****

By: Sandra Duncan

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

Anne Arundel County

BOOK 550 PAGE 562

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 255222 recorded in Liber 481, Folio 416 on January 15, 1985 (date).

1. DEBTOR(S):

Name(s): Pattan's Frame Center, Inc.
Address(es): 613 Crain Highway
Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association
Address: 100 S. Charles Street
Baltimore, Maryland 21201
Attn: Commercial Note Dept.

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

RECORD FEE 10.00
POSTAGE .50
#562210 077 K03 T10:55
01/22/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

9. DEBTOR:

115 to

SECURED PARTY:

EQUITABLE BANK, National Association
By Barbara A. Wykowski
Barbara A. Wykowski,
Corporate Banking Officer
(Type Name and Title)

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

BOOK 550 PAGE 563

279719

FINANCING STATEMENT

TRAC EXCAVATORS, INC. TAX ID NO.: 52-1443816
NAME OR NAMES - Print or Type

104 Meade Drive - Annapolis, Anne Arundel - Maryland 21403
ADDRESS -Street No. CITY-COUNTY STATE ZIP CODE

1. DEBTOR(S):

NAME OR NAMES - Print or Type

ADDRESS-Street No. CITY-COUNTY STATE ZIP CODE

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
NAME OR NAMES - Print or Type

2. SECURED PARTY:

1415 28th Street, P.O. Box 65090 West Des Moines, IOWA 50265-0090
ADDRESS-Street No. CITY STATE ZIP CODE

3. This Financing Statement covers the following types of property:
(Describe & Attach separate list if necessary).

- (1) New John Deere Model 755B Crawler Loader Wide Track with 21" Grouser,
2½ Cubic Yard Rockland Bucket, Rock Guards, Extra CTWS and Reverse
Warning Alarm, Serial No. 763079

RECORD FEE 11.00
POSTAGE .50

#562270 0777 R03 T10:59

4. If above described personal property is to be affixed to real property,
describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are, ___ are not covered.
7. Products of collateral ___ are, are not covered.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

DEBTOR (S)

[Signature]
Signature of Debtor

TRAC EXCAVATORS, INC.
Type or Print

Signature of Debtor

Type or Print

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
Company, if applicable

[Signature]
Signature of Secured Party

Type or Print (Include Title if Co.)

To the filing Office: After this settlement has been recorded please mail
the same to:

Name & Address: JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
1415 28th Street, P.O. Box 65090 West Des Moines, IOWA 50265-0090

11.8

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279750

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 1/08/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIDEWATER RENTAL CENTER, INC.
Address 66 PENROD COURT, GLEN BURNIE, MD 21061

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address P.O. DRAWER 70, GLEN BURNIE, MARYLAND 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JANUARY 8, 1991

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE BORROWERS ACCOUNTS, INCLUDING, BUT NOT LIMITED TO, ALL NOTES, NOTES RECEIVABLES, DRAFTS, ACCEPTANCES AND SIMILAR INSTRUMENTS AND ALL PROCEEDS THEREOF, AND b) ALL RETURNED, REJECTED OR REPOSSESSED GOODS, THE SALE OR LEASE OF WHICH SHALL HAVE GIVEN OR SHALL RISE TO AN ACCOUNT AND ALL PROCEEDS AND PRODUCTS OF ALL SUCH GOODS. ALL INVENTORY, EQUIPMENT, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, OTHER RIGHTS TO PAYMENT, GENERAL INTANGIBLES AND ALL ASSETS OF THE CORPORATION.

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

TIDEWATER RENTAL CENTER, INC.
BY: [Signature]
(Signature of Debtor)
MICHAEL ZIVKOVICH, JR., PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

X [Signature]
THE BANK OF GLEN BURNIE
(Signature of Secured Party)
STEPHEN G. BOYD, SENIOR VICE PRESIDENT
Type or Print Above Signature on Above Line

*550 - 585

279753

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. **DEBTOR:** James J. Davis
ADDRESS: 4534 47th Street, N.W.
Washington, D.C. 20016

2. **SECURED PARTY:** TFC Financial Corp.
ADDRESS: 5000 Sunnyside Avenue
Beltsville, Maryland 20705

3. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, freezers and freezing apparatus of every nature, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

13 — PLEASE RETURN TO:
MID-ATLANTIC TITLE, INC.
10400 EATON PLACE, STE. 410
FAIRFAX, VIRGINIA 22030

550 566

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plans, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

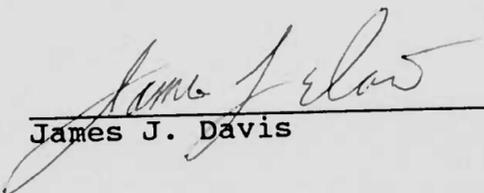
(d) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

4. Proceeds of collateral are covered by this Financing Statement.

5. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property owned by the Debtor in Anne Arundel County, Maryland known as 1231 Cherry Tree Lane, Annapolis, Maryland 21214 and more particularly described on Exhibit A hereto.

6. Maturity date of the obligation, if any: January 19¹⁹⁹¹, ~~1990~~.

DEBTOR:


James J. Davis

(SEAL)

vee\tfc\davisfi.st

All of Lot numbered Twenty-five (25) and part of Lots numbered Twenty-four (24) and Twenty-six (26) in John D. Croissant and David D. Stone, Trustees' subdivision of part of the tract of land called "Friendship", now known as "First Addition to American University Park", as per plat recorded in Liber County No. 10, folio 31 of the Records of the Office of the Surveyor for the District of Columbia, also part of "Old Road Closed", in Liber 106, folio 7 of the aforesaid Surveyor's Office Records, all of the said land being described in one parcel as follows: Beginning for the same at a point on the West line of 47th Street, N.W. ten (10) feet South from the Northeast corner of said Lot numbered Twenty-four (24) and running thence West One hundred (100) feet to a public alley, Sixteen (16) feet wide; thence South along the East line of said alley Fifty (50) feet; thence East One Hundred (100) feet to the West line of 47th Street, N.W. at a point South Fifty (50) feet from the point of beginning; thence North along the said West line of 47th Street, N.W. Fifty (50) feet to the point of beginning.

NOTE: At the date hereof the above described land is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Twenty-three (823) in Square numbered Fifteen Hundred Thirty-six (1536).

ATTACHMENT

Samsung/Novell Netware 386AE File Server

Includes: 80386 CPU @ 16 Mhz, 4 MG RAM, One 1.2 MG Floppy Disk Drive, One 150 MG Hard Disk Drive, Video Controller Board, Monochrome Monitor, Two Serial and Three Parallel Printer Ports, EtherNet NE2000 Nic Card, Enhanced Keyboard and Novell Advance Netware Version 2.15 with Novell Disk Co-processing Board.

Compaq Deskpro 286e Model 1

Includes: 80286 @ 12 Mhz, 1 MG RAM, One 5.25" (1.2 MG) Floppy Drive, 12" VGA Monochrome Monitor, Serial and Parallel Port, Enhanced Keyboard. (6 units @ \$2,660.00 each.)

Compaq Deskpro 386s Model 1

Includes: 80386 @ 16 Mhz, 1 MG RAM, One 5.25" (1.2 MG) Floppy Drive, 12" VGA Monochrome Monitor, Serial and Parallel Port, Enhanced Keyboard. (2 units @ \$3,199.00 each.)

Novell NE-1000 EtherNet (8 bit) Nic Card

Novell NE-2000 EtherNet (16 bit) Nic Cards (8 units @ \$345.00 each).

NEC P5XL Pinwriter Parallel Printer

NEC 4502 Bidirectional Tractor

Emerald LAN Systems 150 MG Ext. Tape Backup

Emerald LAN Systems 150 MG EmQic Starter Kit

American Power Conversion 1000 Watt Power Supply

Campaq MD-DOS Version 3.3 Disk Operating System

TeleMagic Tele-Marketing Software (Network Version)

TeleMagic SBT Order Entry Interface

SBT dOrders Multi-Net Accounting Software

SBT dPurchase Multi-Net Accounting Software

The Disk Manager - Menu Program System (9 units @ \$35.00 each).

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279755

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated December 29, 1989 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cypress Utilities, Inc.
Address 408 Allegheny Avenue, Towson, MD 21204

2. SECURED PARTY

Name NCNB National Bank of Maryland
Address 201 N. Charles St., Balt., MD 21201
Robert E. Scher, Esq., Ober, Kaler, Grimes & Shriver
Person And Address To Whom Statement Is To Be Returned If Different From Above.
120 E. Baltimore St., Balt., MD 21202

3. Maturity date of obligation (if any) May 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

All accounts receivable of the debtor including, but not limited to, all rights to receive water and sewer facilities charges as described in the documents listed on Exhibit A attached hereto and incorporated herein by reference.

Name and address of Assignee



RECORD FEE 13.00
#563660 0777 R03 T09124
01/24/90
H. ERLE SCHAFER

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

CYPRESS UTILITIES, INC.

BY: John C. Beers, V.P.
(Signature of Debtor)

John C. Beers
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

NCNB NATIONAL BANK OF MARYLAND

BY: Monica Brandes
(Signature of Secured Party)

Monica Brandes, Commercial Banking Office
Type or Print Above Signature on Above Line

13.00

EXHIBIT A

1. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated May 22, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, at liber 3203, page 628.
2. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated May 22, 1979, and recorded among the Land Records of Anne Arundel County, Maryland, at liber 3203, page 636.
3. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated May 22, 1979, and recorded among said Land Records at liber 3203, page 644.
4. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated May 22, 1979, and recorded among said Land Records at liber 3203, page 652.
5. Deed and Agreement by and between Cypress Utilities, Inc., and Cypress Developers, Inc., dated May 30, 1979, and recorded among said Land Records at liber 3204, page 469.
6. Deed and Agreement by and between Cypress Utilities, Inc., and Cypress Developers, Inc., dated May 30, 1979, and recorded among said Land Records at liber 3204, page 478.
7. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated March 2, 1981, and recorded among said Land Records at liber 3390, page 419.
8. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated March 2, 1981, and recorded among said Land Records at liber 3390, page 428.
9. Declaration and Agreement by and between Cypress Utilities, Inc. and Kimberly Woods Village, Inc., dated May 23, 1980, and recorded among said Land Records at liber 3314, page 547.
10. Declaration and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated June 27, 1980, and recorded among said Land Records at liber 3322, page 207.
11. Declaration and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated January 13, 1981, and recorded among said Land Records at liber 3377, page 655.

12. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated December 2, 1983, and recorded among said Land Records at liber 3676, page 807.
13. Deed and Agreement by and between Cypress Utilities, Inc. and Cypress Developers, Inc., dated December 2, 1983, and recorded among said Land Records at liber 3676, page 813.
14. Deed and Agreement by and between Cypress Utilities, Inc., and Cypress Developers, Inc., dated December 1, 1983, and recorded among said Land Records at liber 3685, page 194.
15. Deed and Agreement by and between Cypress Utilities, Inc., and Cypress Developers, Inc., dated December 1, 1983, and recorded among said Land Records at liber 3685, page 200.

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 279756

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated JANUARY 15, 1990 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WAYNE JOSEPH KNELL T/A MARYLAND VENDING
Address 1209 KENWOOD RD., GLEN BURNIE, MARYLAND 21061

2. SECURED PARTY

Name STATE SALES & SERVICE CORPORATION
Address 3431-A BENSON AVENUE, BALTIMORE, MARYLAND 21227

Return to the following address if different from above:

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

SEE SCHEDULE A

RECORD FEE 12.00
POSTAGE .50
#563750 0777 R03 T09:30
01/24/90



H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

WAYNE JOSEPH KNELL T/A MARYLAND VENDING
(Corporate or Trade Name)

Wayne Joseph Knell
(Signature of Debtor)

WAYNE JOSEPH KNELL, OWNER
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

STATE SALES & SERVICE CORPORATION

[Signature]
(Signature of Secured Party)

STEPHEN B. KOENIGSBERG, PRESIDENT
Type or Print Above Signature on Above Line

Handwritten initials or mark.

SCHEDULE 'A'

BOOK 550 PAGE 574

Page ___ of ___

This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated
(Strike out inapplicable references)

JANUARY 15, _____, 1990, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	
2	POOL TABLE 7'	VALLEY	M30476, M30478	\$ 3,390.00
1	LASERSTAR CD-100 PHONOGRAPH	ROWE	6935	4,495.00
1	TIC TAC STRIKE	WILLIAM	43764	1,500.00
				\$ 9,385.00 ✓
			MD. SALES TAX	469.25 ✓
				\$ 9,854.25

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy.
(Strike out inapplicable references)

Seller, Mortgagee or Lessor
(Strike out inapplicable references)

STATE SALES & SERVICE CORPORATION (L. S.)
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)
(Signature & title if not individual)
STEPHEN B. KOENIGSBERG, PRESIDENT

Buyer, Mortgagor or Lessee
(Strike out inapplicable references)

WAYNE JOSEPH KNELL T/A MARYLAND VENDING (L. S.)
(Signature if individual; typed name if other than individual)

By [Signature] (L. S.)
(Signature & title if not individual)
WAYNE JOSEPH KNELL, OWNER

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279757

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEROY A. BELL, JR.
Address 611 E. HAMMONDS FERRY RD. LINTHICUM, MD 21090

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING
Address 225 W. 34TH ST.
NEW YORK, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 1.10

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 9.90

- 1- BOURG AE 16 PI COLLATOR
1- AGR 2 STITCHER
1- PA FOLDER
1- UGC MODEL 7007 SB VERT. CAMERA
1- CHALLENGE MODEL 305 MPC PAPER CUTTER
1- GALLO 30X40 LIGHT TABLE



#563770 0777 R03 T09:31

01/24/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

NOT SUBJECT TO RECORDATION TAX
SECURED PARTY IS THE SELLER

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (handwritten signature)

LEROY A. BELL, JR. PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Signature of Secured Party (handwritten signature)

(Signature of Secured Party)

T. BANKS

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279758

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEROY A. BELL, JR
Address 611 E. HAMMONDS FERRY RD. LINTHICUM HEIGHTS, MD 21090

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING
Address 225 W. 34TH ST.
NEW YORK, NY 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1- AB DICK 360 PRESS
- 1- T-51 COLOR HEAD TOWNSEND



RECORD FEE 11.00
#563780 0777 R03 T09:32
01/24/90

NOT SUBJECT TO RECORDATION TAX H. ERLE SCHAFER
SECURED PARTY IS THE SELLER AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

LEROY A. BELL, JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)
T. BANKS

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) CAULK, ROBERT FLETCHER & BETTY ELLEN 1692 ANNE CT ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) FIRST COMMERCIAL CORPORATION 200 SHEFFIELD ST MOUNTAINSIDE, NJ 07092	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 RECORD TAX 1407.00 POSTAGE .50 #563790 CTTT R03 T02:32 01/24/70
---	---	--

4. This financing statement covers the following types (or items) of property:

1989 MARINE TRADER 47 TRADEMINDS SUNDECK, 46'3", BEAM 14'6", FIBERGLASS, HULL #ETY47086C989, 1989 DIESEL CUMMINS, DUAL, 210 HP, ENGINE #44253021 & 44253019

ANCHORAGE: ANNAPOLIS, MD

indebtedness - \$201,000.00

5. Assignee(s) of Secured Party and Address(es)
H. ERLE SCHAFER
CENTRUST BANK CO. CIRCUIT COURT
100 SE 2ND ST 18TH FLOOR
MIAMI, FL 33131

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

ROBERT FLETCHER CAULK/BETTY ELLEN CAULK
By: Robert Fletcher Caulk & Betty Ellen Caulk Signature(s) of Debtor(s)

FIRST COMMERCIAL CORPORATION
By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.
12 1407 .50

DONALD E. SCHEPETA, TREASURER

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 523 Page No. 567
Identification No. 271905 Dated 3/4/88

1. Debtor(s) { A-A Recycle and Sand, Inc.
Name or Names — Print or Type
1320 N. Monroe Street, Baltimore, Maryland 21217
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names—Print or Type
40 W. Chesapeake Avenue, Suite 308, Towson, MD 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00
POSTAGE .50
#563800 0777 R03 T09:33
01/24/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

Dated: 1-16-90

First National Bank of Maryland
(Name of Secured Party)

Edmund C. Mahayum
(Signature of Secured Party)

Commercial Banking Officer
Type or Print (Include Title if Company)

105.80

FINANCING STATEMENT FORM UCC-1

Identifying File 879760

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$48,967.90

If this statement is to be recorded in land records check here

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name the Desktop Printer, inc.
Address 402 Tee Court, Arnold, MD 21012

2. SECURED PARTY

Name Linotype Co
Address 425 Oser Ave
Hauppauge NY 11788

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Linotronic 200P - 80MB
LP 1400B RC Processor
Apple Macintosh IIcx 40MB HD/2MB RAM
Apple 15" Portrait Monitor
Apple Keyboard

(W-241)



RECORD FEE 11.00
RECORD TAX 343.00
POSTAGE .50

#563820 0777 R03 TOP:34
01/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RETURN TO:

LEXIS® DOCUMENT SERVICES

P.O. Box 2969
Springfield, Illinois 62708

Michael H. Trubow
(Signature of Debtor)

Michael H. Trubow
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W J McNally, Jr
(Signature of Secured Party)

W J McNally
Type or Print Above Signature on Above Line

4850/58
(1890531)

IF
343.
80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279761

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ramirez, Jorge Miguel
Address 7845 Oakwood Road, Suite 205, Glen Burnie, MD 21061

2. SECURED PARTY

Name Execulease Corporation
The Execulease Building
Address 1975 Linden Blvd.
Elmont, NY 11003



RECORD FEE 11.00
#563830 0777 R03 T09:34
01/24/90

Person And Address To Whom Statement Is To Be Returned If Different From Above.

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

Interspec Apogee Ultrasound Imaging system AN/DO s/n#'s T2563, U2565, K2565, Apogee Cart, W/Cart Apogee Ship Kit, ASSY Probe 2.0 MHZ CW/PW Doppler Angled Stand Alone P5 s/n#E89I056, 3.5/19/6 AA Apogee Probe s/n#AK0191, 2.25 19MM Apogee Probe s/n#P110640A, AG-6300 VCR with cables s/n#J9TA00149, Printer VID/Graph YO-850 s/n#11560

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
RAMIREZ, JORGE MIGUEL
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
EXECULEASE CORPORATION
Type or Print Above Signature on Above Line

115

OCT 23 1989

BOOK 550 PAGE 581

SIEMENS CREDIT CORP.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 274983 FOLIO 533 ON 332 (DATE)

1. DEBTOR

Name Drs. Thomas, Wallop, Kim & Lewis, P.A.

Address 200 Hospital Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Siemens Credit Corporation

Address 2201 Corporate Blvd., N.W. Boca Raton, FL 33431

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
RECORD TAX 350.00
POSTAGE .50

#563840 0777 R03 T09:35
01/24/90

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Amend equipment description to include the following:

(1) Diagnostic Satellite Console

#01000676

Additional Amount of indebtedness \$50,000.00.

Drs. Thomas, Wallop, Kim & Lewis, P.A.

[Signature]
Signature of Debtor

Dated Oct. 16, 1989

SIEMENS CREDIT CORPORATION
(Signature of Secured Party)

[Signature]
Type or Print Above Name on Above Line

15
350
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 550 552

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 279762

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/16/90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

I. DEBTOR

Name Chesapeake Marine Funding, Inc.
Address 222 Severn Ave., Annapolis, MD 21403

2. SECURED PARTY

Name The Riggs National Bank of Maryland
Address 6551 Coventry Way, Clinton, MD 20735

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00

POSTAGE .50

#563860 0777 103 109:35

01/24/90

- 3. Maturity date of obligation (if any)
4. This financing statement covers the following types (or items) of property: (list)



H. ERLE SCHAFFER

Assignment of The Riggs National Bank and Equitable Bank loan interest reserves.

NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Chesapeake Marine Funding, Inc.

By: Linda S. Keiser (Signature of Debtor)

Linda S. Keiser, President (Type or Print Above Name on Above Line)

(Signature of Debtor)

(Type or Print Above Signature on Above Line)

(Signature of Secured Party)

Timothy J. Murphy, Commercial Banking Officer (Type or Print Above Signature on Above Line)

Handwritten initials 'TK' in the bottom left corner.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262876

RECORDED IN LIBER 501 FOLIO 105 ON JULY 23, 1986 (DATE)

1. DEBTOR

Name HENSON, JAMES E. T/A J.E. HENSON EXCAVATING

Address BOX 361 WHITES ROAD, SEVERNA PARK, MD 21146

2. SECURED PARTY

Name ORIX CREDIT ALLIANCE, INC.

Address P.O. BOX 1680, 500 DIGIULIAN BLVD., GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
#563870 CT77 R03 T09:36
01/24/90
H. ERLE SCHAFER
AA CO. CIRCUIT COURT

(Signature of Debtor)

Type or Print Above Name on Above Line

ORIX CREDIT ALLIANCE, INC.
[Signature]

(Signature of Secured Party)
ROBERT HEENEY, ASST. VICE PRES.

Type or Print Above Name on Above Line

Dated JANUARY 16, 1990

1050

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 270811 Book 520 Page 394 Dated 12/04/87

Record Reference Computer Equipment: IDS TURBO AT 640KB, ST238 20 MB HD, FUJITSU 1.2MB FD, FUJITSU 360KB FD, WD Controller WA2, . . .

2. DEBTOR is:

Name: Ready To Finish Furniture, Inc. (Last Name First)

Address: 8209 Cloverleaf Drive, Millersville, MD 21108



RECORD FEE 10.00
POSTAGE .50
#563890 C777 R03 T07:38
01/24/90

3. SECURED PARTY is:

Name: Signet Bank

Address: P.O. Box 25963, Richmond, VA 23260

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

SIGNET BANK

P.O. BOX 25963, RICHMOND, VA 23260

SECURED PARTY:

Barbara J Spears

Date: January 18, 1990

By: Barbara J Spears, Assistant Manager (Title)

012-1721-0037

1050



279763

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) ARINC Research Corporation 2551 Riva Road Annapolis, MD 21401	2. Secured Party(ies) and address(es) Business Leasing Associates, Inc. 1520 King Street Alexandria, VA 22314	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #563900 CTTT R03 T09:38 01/24/90 H. EGLE SCHAFER 5. Assignee(s) of Secured Party and Address(es) Circuit Court 8912007
---	--	--

4. This financing statement covers the following types (or items) of property:

- One NEC WordSpeed 386/100 MB SN# 9X00 148 HH
- One NEC 2 mb Memory Expansion SN# N/A
- One Intel 16 Mhz Co-processor SN# N/A
- One NEC Carrying Case
- DOS 3.31 VGA Video Port

Lessee will purchase at end of contract -- not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

ARINC Research Corporation Business Leasing Associates, Inc.

By: William A. Kiehl Purchasing Manager Charles A. White, Jr. VP Administration

Signature(s) of Debtor(s) Contract Signature(s) of Secured Party

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. **279764**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. **33,301.00**

If this statement is to be recorded in land records check here.

This financing statement dated **12/29/89** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name **FLECK MACHINE COMPANY**

Address **7177 RIDGE ROAD, HANOVER, MD 21076**

2. SECURED PARTY

Name **ELKRIDGE NATIONAL BANK**

Address **7290 MONTGOMERY ROAD, ELKRIDGE, MD 21227**

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) **JANUARY 1, 1995**

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SHEET FOR COMPLETE DESCRIPTION

RECORD FEE 11.00

RECORD TAX 234.50

POSTAGE .50

#563920 DT77 R03 T09:39

01/24/90



H. ERLE SCHAFER
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
FLECK MACHINE COMPANY

BY: *James B. Fleck*
(Signature of Debtor)

JAMES B. FLECK, OWNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ELKRIDGE NATIONAL BANK

X *A. W. Emons III*
(Signature of Secured Party)

A. W. EMONS, III, VICE PRESIDENT
Type or Print Above Signature on Above Line

11
234.50
6

SCHEDULE ADate: December 29, 1989Re: Financing Statement between Fleck Machine (The Borrower) and Elkrige
National Bank (Secured Party).

Equipment: TWO (2) 3-D DESIGN, DRAFTING AND MACHINING SYSTEMS WITH TRANSLATOR FOR IGES AND DXF FILES & GENERIC POST BUILDER FOR MILL AND LATHES. 340-16C W/40 MB DISK, HI-SPEED, MOUSE & ID MODULE. 2227A HP GRAPHICS QUITE JET PRINTER, 2 METER HP-IB CABLE. 7570A HP PEN PLOTTER. 17507A HPID INTERFACE MODULE. GRECO PAT MINI-FILE, 5.25" 1.2 MB FLOPPY DISK, AT COMPATIBLE. SW010 BLECK BOX 2-POSITION RS-232 SWITCH BOX. (2) CABLES 232-8, 8' RS-232 CABLE W/D25 CONNECTORS. SW320A SWITCH BOX. (2) HP-IB CABLES.

3 302148/0001

146 424

279765

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s): Pacey's, Inc. Address(es): (1) 3313-15 Eastern Ave. (4) 9600 J. Mair Baltimore, Md. 21224 Fairfax, Va.
Pacey's Bridal & Formal of Severna Park, Inc. (2) 8141 E. Governor Ritchie Highway
Pacey's Bridal & Formal of Silver Spring, Inc. Severna Park, Md.
Pacey's Bridal & Formal Shop of Fairfax, Inc. (3) 8737 Colesville Rd. Silver Spring, Md.

5a. (Required for farm products) Debtor's Social Security or I.R.S. tax I.D. No. _____

6. Secured Party: Maryland National Bank Address: Department IDRU Post Office Box 987, Mailstop 022801
 Attention: _____ Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as Indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Pacey's, Inc.; Pacey's Bridal & Formal of Severna Park, Inc. Pacey's Bridal & Formal of Silver Spring, Inc. Pacey's Bridal & Formal Shop of Fairfax, Inc. Secured Party: Maryland National Bank

By: [Signature] (Seal) Lawrence Collins, President

By: [Signature] (Seal) Patricia C. O'Neill, Commercial Services Office

By: [Signature] (Seal) Lawrence Collins, President

By: [Signature] (Seal) Lawrence Collins, President

By: [Signature] (Seal) Lawrence Collins, President

Type name and title

MARYLAND NATIONAL BANK

RETURN TO:
 207-394-2811
 MARYLAND NATIONAL BANK
 ATTN: LEGAL DOCUMENTATION
 REVIEW UNIT
 P.O. BOX 17372
 BALTIMORE, MARYLAND 21203

14.00
 .50
 01/24/90
 SCHAFER
 CIRCUIT COURT

Handwritten initials: 14-2

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) Birds I View Enterprises, Inc.	2. Debtor(s) Complete Address(es) 2549 Vale Court Davidsonville, Anne Arundel County, Maryland 21035	
3. & 4. Secured Party(ies) and Complete Address(es) Citizens Bank of Maryland 14401 Sweitzer Lane Laurel, Maryland 20707	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) Collateral Described on Schedule A attached hereto		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input checked="" type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented: Filed with CIRCUIT COURT CLERK OF Anne Arundel County County; Other <u>Howard & MDAT</u>		
9. Transaction is <input checked="" type="checkbox"/> is not <input type="checkbox"/> , (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>50,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) BIRDS I VIEW ENTERPRISES, INC. By: <u>Barbara G. Davis, President</u> Barbara G. Davis By: <u>Phillip C. Davis, Vice President</u> Phillip C. Davis Signature(s) of Secured Party(ies) or Assignee(s) CITIZENS BANK OF MARYLAND <u>Sara J. DuChon</u> By: <u>Assistant Vice President</u> Sara J. DuChon (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY 87-30		

RECORD FEE 21.00
 POSTAGE .50
 #563960 CT77 R03 T09:42
 01/24/90

H. ERLE SCHAFFER
 CIRCUIT COURT

21.5

SCHEDULE A TO COMMERCIAL LOAN NOTE, SECURITY AGREEMENT AND FINANCING STATEMENTS BETWEEN CITIZENS BANK OF MARYLAND AS SECURED PARTY AND BIRDS I VIEW ENTERPRISES, INC. AS DEBTOR

Collateral

1. Covenant Not to Convey or Encumber Real Estate signed by Barbara G. Davis and Phillip C. Davis to Citizens Bank of Maryland regarding property located at 2549 Vale Court, Davidsonville, Anne Arundel County, Maryland.
2. All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing, also known as Accounts Receivable.
3. All of the Debtor's inventory including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in progress, and materials used or consumed or to be used or consumed in the Debtor's business; and all increases, substitutions, replacements and additions to any of the foregoing and all proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.
4. All of the Debtor's present and future furniture, fixtures, equipment, and supplies of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing of every type, including cash and non-cash proceeds and insurance proceeds.

CERTIFICATE FOR THE ALLOCATION OF MARYLAND RECORDATION TAX

To: Clerk, Circuit Court for Howard County, Maryland
To: Clerk, Circuit Court for Anne Arundel County, Maryland

Re: \$50,000 Term Loan (the "Loan") from Citizens Bank of Maryland to Birds I View Enterprises, Inc.

With respect to the above referenced Loan and the collateral securing the same, the Debtor hereby certifies to the best of its knowledge that the following information is correct:

1. Pursuant to the provisions of that certain Credit Agreement (hereinafter referred to as the "Credit Agreement") dated of even date herewith by and among the Lender described therein (hereinafter referred to as the "Lender") and the Debtor, the Lender has agreed to make the Loan to the Debtor.

2. The Loan is secured by the following collateral located within the State of Maryland:

a). All accounts receivable, inventory, contract rights, general intangibles and chattel paper (hereinafter referred to as the "Intangible Collateral"); and

b). Equipment (hereinafter referred to as the "Equipment Collateral").

3. With respect to the value of the collateral:

a). The total value securing the Loan is equal to approximately \$38,500.00

b). The value of the collateral that is Intangible collateral (which is not subject to Maryland Recordation Tax) is \$34,839.00

c). The value of the collateral that is Equipment Collateral located within the State of Maryland (which is subject to Maryland Recordation tax) is \$3,661.00

The collateral described in subparagraph b) above is hereinafter referred to as the "Exempt Collateral" and the collateral referred to in subparagraph c) above is referred to as the "Non-Exempt Collateral".

4. The location of the Non-Exempt Collateral within the State of Maryland and the value of such collateral within such jurisdiction is as follows:

Howard County	\$3,661.00
Anne Arundel County	-0-

5. The formula used to determine the amount of debt that is exempt from Maryland Recordation Tax is as follows:

<u>Value of Exempt Collateral</u>		Total Debt	=	Portion of loan
Value of Total Collateral	X	Secured		Exempt from Tax
<u>\$34,839.00</u>				
\$38,500.00	X	\$50,000.00	=	\$45,245.45

6. The formula used to determine the amount of debt not exempt from Maryland Recordation Tax is as follows:

<u>Value of Non-Exempt Coll.</u>		Total Debt	=	Portion of Loan
Value of Total Collateral	X	Secured		Not Exempt from Tax
<u>\$3,661.00</u>				
\$38,500.00	X	\$50,000.00	=	\$4,754.55

7. The formula used to determine the amount of debt allocable to the Non-Exempt collateral located in Howard County and the amount of Maryland Recordation Tax payable to Howard county is as follows:

<u>Value of Non-Exempt Coll.</u>		Total Debt	=	Portion of Loan
<u>Located in Howard Co.</u>	X			Not Exempt from Tax
Value of Total Collateral				
<u>\$3,661.00</u>				
\$38,500.00	X	\$50,000.00	=	\$4,754.55

Therefore the amount of Recordation Tax payable to Howard County is \$22.00. this is calculated on the Howard County Recordation Tax Rate of \$4.40 per thousand of the consideration, or \$2.20 per \$500.00 of the consideration rounded up to the nearest \$500.00.

7. The formula used to determine the amount of debt allocable to the Non-Exempt collateral located in Anne Arundel County and the amount of Maryland Recordation Tax payable to Howard county is as follows:

<u>Value of Non-Exempt Coll.</u>		Total Debt	=	Portion of Loan
<u>Located in Anne Arundel Co.</u>	X			Not Exempt from Tax
Value of Total Collateral				
<u>-0-</u>				
\$38,500.00	X	\$50,000.00	=	-0-

Therefore the amount of Recordation Tax payable to Anne Arundel County is \$-0-. This is calculated on the Anne Arundel County Recordation Tax Rate of \$6.00 per thousand of the consideration, or \$3.50 per \$500.00 of the consideration rounded up to the nearest \$500.00.

CERTIFIED TO THIS 17th DAY OF January, 1990.

BIRDS I VIEW ENTERPRISES, INC.

By: Phillip C. Davis, Vice President
Phillip C. Davis

By: Barbara G. Davis, President
Barbara G. Davis

STATE OF MARYLAND, COUNTY OF HOWARD, TO WIT:

I HEREBY CERTIFY, that on this 17th day of January, 1990, before me, the undersigned Notary Public of said State, personally appeared Phillip C. Davis and Barbara G. Davis, who acknowledged themselves to be the Vice President and President respectively, of Birds I View Enterprises, Inc., a Maryland corporation, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained as the duly authorized Vice President and President of said corporation by signing the name of the corporation by themselves as Vice President and President.

WITNESS my hand and Notarial Seal.

Carol A. Rykowski
Notary Public

My Commission expires: 7-1-90

CONDITIONAL SALES CONTRACT - NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT FORM UCC-1

Identifying File No. 279768

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 1-3-90 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seaboard Foundations

Address 8576 Dorsey Road, Jessup, Md. 20794

2. SECURED PARTY

Name GARDINER EQUIPMENT CO., INC.

Address P.O. BOX 37

WALDORF, MARYLAND 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 NEW JOHN DEERE 655B CRAWLER LOADER S/N 744135



RECORD FEE 11.00

POSTAGE .50

#564300 0777 R03 109:59

01/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard C. Rogers

(Signature of Debtor)

Seaboard Foundations

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

GARDINER EQUIPMENT CO., INC.
P.O. BOX 37
WALDORF, MARYLAND 20604-0037

Donald W. Williams

(Signature of Secured Party)

Donald W. Williams

Type or Print Above Signature on Above Line

1750

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

Name and Address of Debtor:

James I. Humphrey, Jr.
12301 Old Columbia Pike
Suite 300
Silver Spring, MD 20904

Name and Address of Secured Party:

Thomas P. Harkins
12301 Old Columbia Pike
Suite 200
Silver Spring, MD 20904

TW

RECORD FEE 11.00
POSTAGE .50

1. This Financing Statement covers the following types (or items) of property:

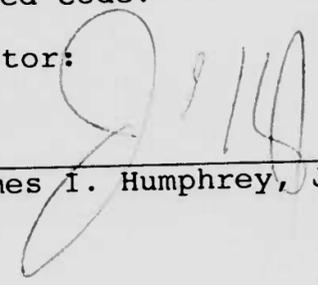
- ° one 74.8% limited partnership interest in Battery Lane Housing Associates Limited Partnership, a Maryland limited partnership and all proceeds therefrom.

4544320 0777 R03 T10:00
01/24/70

H. ERLE SCHAFER
AA CO. CIRCUIT COURT

2. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Section 12.102 of the Tax-Property Article of the Maryland Annotated Code.

Debtor:


James I. Humphrey, Jr.

Return to:

Richard N. Gale, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

11.8

550 597

279770

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

Name and Address of Debtor:

James I. Humphrey, Jr.
12301 Old Columbia Pike
Suite 300
Silver Spring, MD 20904

Name and Address of Secured Party:

Thomas P. Harkins
12301 Old Columbia Pike
Suite 200
Silver Spring, MD 20904



RECORD FEE 11.00

1. This Financing Statement covers the following types (or items) of property:

MORTGAGE .50
#564330 0777 R03 T10:00

- ° one 37.5% limited partnership interest in Dahlgren Lodging Associates Limited Partnership, a Maryland limited partnership and all proceeds therefrom.

01/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

2. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Section 12.102 of the Tax-Property Article of the Maryland Annotated Code.

Debtor:

James I. Humphrey, Jr.

Return to:

Richard N. Gale, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

17.5

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

Name and Address of Debtor:

James I. Humphrey, Jr.
12301 Old Columbia Pike
Suite 300
Silver Spring, MD 20904

RECORD FEE 11.00

Name and Address of Secured Party:

Thomas P. Harkins
12301 Old Columbia Pike
Suite 200
Silver Spring, MD 20904

POSTAGE .50

#564340 0777 R03 T10:01

01/24/70

H. ERLE SCHAFER

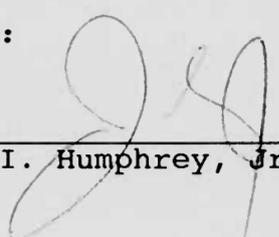
AA CO. CIRCUIT COURT

1. This Financing Statement covers the following types (or items) of property:

- ° one 36.75% limited partnership interest in Elizabethton Lodging Associates Limited Partnership, a Maryland limited partnership and all proceeds therefrom.

2. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Section 12.102 of the Tax-Property Article of the Maryland Annotated Code.

Debtor:



 James I. Humphrey, Jr.

Return to:

Richard N. Gale, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

1750

BOOK 550 PAGE 599

279772

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING RECORDS OF
ANNE ARUNDEL COUNTY

Name and Address of Debtor:

James I. Humphrey, Jr.
12301 Old Columbia Pike
Suite 300
Silver Spring, MD 20904

Name and Address of Secured Party:

Thomas P. Harkins
12301 Old Columbia Pike
Suite 200
Silver Spring, MD 20904

RECORD FEE 11.00



POSTAGE .50

#564350 0777 R03 T10:01

01/24/90

1. This Financing Statement covers the following types (or items) of property:

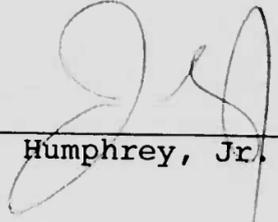
H. ERLE SCHAFER

- ° one 21.6% limited partnership interest in Morgantown Lodging Associates Limited Partnership, a West Virginia limited partnership and all proceeds therefrom.

AA CO. CIRCUIT COURT

2. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Section 12.102 of the Tax-Property Article of the Maryland Annotated Code.

Debtor:



James I. Humphrey, Jr.

Return to:

Richard N. Gale, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

11.5

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING RECORDS OF ANNE ARUNDEL COUNTY

Name and Address of Debtor:

James I. Humphrey, Jr.
12301 Old Columbia Pike
Suite 300
Silver Spring, MD 20904

Name and Address of Secured Party:

Thomas P. Harkins
12301 Old Columbia Pike
Suite 200
Silver Spring, MD 20904

RECORD FEE 11.00



POSTAGE .50

#564360 0777 R03 T10:02

01/24/90

H. ERLE SCHAFER

AA CO. CIRCUIT COURT

1. This Financing Statement covers the following types (or items) of property:

- one 19.50% limited partnership interest in Pier Five Associates Limited Partnership, a Maryland limited partnership and all proceeds therefrom.

2. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Section 12.102 of the Tax-Property Article of the Maryland Annotated Code.

Debtor:

James I. Humphrey, Jr.

Return to:

Richard N. Gale, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339

115

**END
LIBER**